



City Council

Special Meeting

AGENDA

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482

To participate or view the virtual meeting, go to the following link: <https://zoom.us/j/97199426600>

Or you can call in using your telephone only:

- Call (toll free) 1-888-788-0099
- Enter the Access Code: 971 9942 6600
 - To Raise Hand enter *9
- To Speak after being recognized: enter *6 to unmute yourself

Or One tap mobile (for easy connection on smart phones):

US: [+16699009128](tel:+16699009128), [97199426600#](tel:+197199426600) or [+12532158782](tel:+12532158782), [97199426600#](tel:+197199426600)

Alternatively, you may view the meeting (without participating) by clicking on the name of the meeting at www.cityofukiah.com/meetings.

January 11, 2023 - 6:00 PM

1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **AB 2449 NOTIFICATIONS AND CONSIDERATIONS**

4. **PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS**

4.a. City Council to Receive the Annual Diversity and Equity Report.

Recommended Action: Receive report.

Attachments:

1. Resolution 2022_01
2. Equity Action Plan

5. **PETITIONS AND COMMUNICATIONS**

6. **APPROVAL OF MINUTES**

6.a. Approval of the Minutes for the December 21, 2022, Regular Meeting.

Recommended Action: Approve the Minutes of the December 21, 2022, Regular Meeting.

Attachments:

1. 2022-12-21 Draft Minutes

7. **RIGHT TO APPEAL DECISION**

8. CONSENT CALENDAR

- 8.a. Approve a Budget Amendment for Solid Waste Clean-Up and Abatement Activities in the Amount of \$34,000.
Recommended Action: Approve a budget amendment for solid waste clean-up and abatement activities in the amount of \$34,000.
Attachments: None
- 8.b. Adoption of Resolution Approving the City of Ukiah's Qualified Contractors List for 2023.
Recommended Action: Adopt the proposed resolution approving the Qualified Contractors List for 2023.
Attachments:
 1. City Code Section 1541-1543
 2. Cost Accounting Manual - Partial
 3. Annual Public Notice - November 2022
 4. Proposed Resolution with Exhibit A
- 8.c. Adoption of Resolution of the City Council Reconsidering the Circumstances of the State of Emergency and Implementing Teleconferencing Requirements for City Council and Board and Commission Meetings During a Proclaimed State of Emergency Due to the COVID-19 Pandemic.
Recommended Action: Adopt a Resolution of the City Council Reconsidering the Circumstances of the State of Emergency and Implementing Teleconferencing Requirements for City Council and Board and Commission Meetings during a Proclaimed State of Emergency Due to the COVID-19 Pandemic.
Attachments:
 1. AB 361 Findings Reconsideration for All Legislative Bodies
- 8.d. Approval of Contract Amendment with GHD Inc. for Additional Design Support for the Great Redwood Trail Phase 4 Project in the Amount of \$61,958.00.
Recommended Action: Approve contract amendment with GHD Inc. for the additional design support for the Great Redwood Trail Project Phase 4 in the amount of \$61,958.00.
Attachments:
 1. Original ASR
 2. Amendment 1
 3. Amendment 2
- 8.e. Consideration of Adoption of Resolution Reappointing Members to the Diversity and Equity Standing Committee.
Recommended Action: Adopt Resolution reappointing Denise Gorny, Darren Jackson, Les Marston, Xochilt Morales de Martinez, Zhao Qiu, Susan Stern, and Troyle Tognoli to an additional two (2) year term on the City of Ukiah Diversity and Equity Committee.
Attachments:
 1. CC Reso 2020-59 - Establishing Equity and Diversity Standing Committee
 2. Proposed Resolution
- 8.f. Consideration of Award of Contract for the Gobbi Street Electric Service Overhead to Underground Conversion, Specification 22-09, to James Day Construction, DBA Coastal Mountain Electric, in the Amount of \$113,271.10.
Recommended Action: Award contract for the Gobbi Street Electric Service Overhead to Underground Conversion, Specification No. 22-09 to James Day Construction, in the amount of \$113,271.10.
Attachments:
 1. Bid Spec-Dwgs-Addenda
 2. Bid Results - Spec 22-09 - Gobbi Elec Svc OH to UG

- 8.g. Report to Council for the Purchase of Services from SMB Environmental for Environmental Construction Inspection and Monitoring Services for the Recycled Water Project – Phase 4 at the Waste Water Treatment Plant, in the Amount of \$56,000.
Recommended Action: Report of the purchase of services from SMB Environmental for Environmental Construction Inspection and Monitoring Services for the Recycled Water Project – Phase 4 at the Waste Water Treatment Plant, in the Amount of \$56,000

Attachments:

1. SMB Environmental Contract

- 8.h. Approve Purchase Order Number 48215-00 in the Amount of \$48,002.52 for the Replacement of Knox Box Key Cores throughout the Ukiah Valley Fire District.

Recommended Action: Staff recommends City Council review and approve purchase order number 48215-00 in the amount of \$48,002.52 for the replacement of Knox Box key cores located throughout the service territory of the Ukiah Valley Fire Authority.

Attachments:

1. Knox Po 48215

- 8.i. Approve Award of Contract to the KPA Group for Phase Two Design Services for the City's Customer Service Center at 501 South State Street in the Amount of up to \$117,625.

Recommended Action: Approve award of contract to the KPA Group for Phase Two Design Services at 501 South State Street in the amount of up to \$117,625.

Attachments:

1. Ukiah Barrier Removal - Phase 2 Design Services KPA Proposal

9. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

The City Council welcomes input from the audience. If there is a matter of business on the agenda that you are interested in, you may address the Council when this matter is considered. If you wish to speak on a matter that is not on this agenda that is within the subject matter jurisdiction of the City Council, you may do so at this time. In order for everyone to be heard, please limit your comments to three (3) minutes per person and not more than ten (10) minutes per subject. The Brown Act regulations do not allow action to be taken on audience comments in which the subject is not listed on the agenda.

10. COUNCIL REPORTS

11. CITY MANAGER/CITY CLERK REPORTS

12. PUBLIC HEARINGS (6:15 PM)

13. UNFINISHED BUSINESS

14. NEW BUSINESS

- 14.a. Receive Updates; Discussion and Appointments Regarding 2023 Council Assignments; and Consideration of Disbandment and Modification to City Council Committees and Ad Hoc/Standing Committees.

Recommended Action: 1) Receive report(s); 2) Discuss the Mayor's recommended assignments, making any possible appointments or re-assignments; 3) Consider the possible continuation, disbandment, and addition of City Council Ad Hoc and/or committees; and 4) Direct the City Clerk to finalize and attach the 2023 Council Assignments and Ad Hoc/Standing Committees List to the January 11, 2023, Minutes.

Attachments:

1. 2023 Draft City Council Special Assignments

15. CLOSED SESSION - CLOSED SESSION MAY BE HELD AT ANY TIME DURING THE MEETING

- 15.a. **Conference with Legal Counsel – Anticipated Litigation**
(Government Code Section 54956.9(d)(2))
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (2 cases)
- 15.b. **Conference with Legal Counsel – Anticipated Litigation**
(Government Code Section 54956.9(d)(2) or (3))
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1 case))
- 15.c. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Roofing & Solar Construction, Inc. v. City of Ukiah et al., Mendocino County Superior Court Case No. 22CV00048
- 15.d. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUK-CVPT-2018-70200
- 15.e. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Russian River Keepers et al. v. City of Ukiah, Case No. SCUK-CVPT-20-74612
- 15.f. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 003-190-11
Negotiator: Sage Sangiacomo, City Manager
Negotiating Parties: Dave Hull
Under Negotiation: Price & Terms of Payment
Recommended Action: None
Attachments: None
- 15.g. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 003-260-01, 003-500-14
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Eric Crane and Francine Selim
Under Negotiation: Price & Terms of Payment
- 15.h. **Conference with Labor Negotiator (54957.6)**
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units
- 15.i. **Public Employee Performance Evaluation**
(Government Code Section 54956)
Title: City Manager

16. ADJOURNMENT

Please be advised that the City needs to be notified 72 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. The City complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request. Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection at the front counter at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482, during normal business hours, Monday through Friday, 8:00 am to 5:00 pm.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on

the bulletin board at the main entrance of the City of Ukiah City Hall, located at 300 Seminary Avenue, Ukiah, California, not less than 24 hours prior to the meeting set forth on this agenda.

Kristine Lawler, City Clerk

Dated: 1/6/23



AGENDA SUMMARY REPORT

SUBJECT: City Council to Receive the Annual Diversity and Equity Report.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Maria Ceja, Administrative Analyst

PRESENTER: Traci Boyl, Senior Analyst to the City Manager's
Office and Maria Conchita Ceja, Administrative
Analyst to the City Manager's Office

ATTACHMENTS:

1. Resolution 2022_01
2. Equity Action Plan

Summary: The Ukiah City Council will receive the annual Diversity and Equity Committee report, including updates and progress on the City's Equity Action Plan.

Background: To support the City's forward progress as a service provider and employer, the City Council established an 11-member Diversity and Equity Standing Committee on October 7, 2020 (Resolution 2020-59). The Committee was tasked with developing a comprehensive Equity Action Plan, overseeing and supporting the implementation of that plan, and providing an annual report to Council.

The Committee began meeting regularly, conducting extensive research, participating in discussions, and conducting outreach to the represented groups to develop a thoughtful and comprehensive Equity Action Plan to guide the City's programs, policies, and actions. On January 19, 2022, the Ukiah City Council adopted the City's Equity Action Plan (Attachment #1) per Resolution 2022-01 (Attachment #2). The Equity Action Plan contains six goals and 23 action steps to support the implementation of those goals.

Discussion: Since January 19, 2022, City Staff and the Diversity and Equity Committee have worked diligently to implement the goals and actions of the Equity Action Plan. Goal six of the Equity Action Plan, "Ensure accountability in the implementation of goals and assessment of progress toward outcomes," helps to ensure accountability and transparency in the implementation and ongoing progress of the Plan. And to that end, City Staff, with input from the Diversity and Equity Committee, have prepared an annual report for the Council to demonstrate the progress toward the outcomes and goals identified in the Plan and to celebrate the numerous achievements of the past year. Some of the significant accomplishments and progress of the past year, which will be highlighted in the presentation to the Council, include the following:

- 100% of all Board, Committee, and Commission applications include equity-related questions.
- The City Council issued 12 proclamations celebrating the diversity of our community.
- Adopted MOUs for all bargaining units, which include a 5% pay compensation for qualified bi-lingual/bi-literate Staff and 3% for intermediate level.
- The diversity of regular-full-time City Staff has increased by 5%.
- Adopted a new 2040 General Plan, which includes four goals and 12 policies to address environmental justice.
- Constructed 75 new ADA ramps and approximately three miles of new bike lanes

The comprehensive report will be presented to the Council at the January 11 meeting.

Recommended Action: Receive report.

BUDGET AMENDMENT REQUIRED: n/a

CURRENT BUDGET AMOUNT: n/a

PROPOSED BUDGET AMOUNT: n/a

FINANCING SOURCE: n/a

PREVIOUS CONTRACT/PURCHASE ORDER NO.: n/a

COORDINATED WITH: Diversity and Equity Committee

DIVERSITY-EQUITY INITIATIVES (DEI):

Goal 6 – Ensure accountability in the implementation of goals and assessment of progress toward outcomes

CLIMATE INITIATIVES (CI): n/a

Approved:


Sage Sangiacomo, City Manager

RESOLUTION NO. 2022-01**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADOPTING EQUITY ACTION PLAN CREATED BY THE EQUITY AND DIVERSITY STANDING COMMITTEE AND CHANGING THE NAME OF THE COMMITTEE TO THE DIVERSITY AND EQUITY STANDING COMMITTEE****WHEREAS:**

1. The City established the Equity and Diversity Standing Committee ("Committee") by Resolution 2020-50; and
2. The duties assigned to the Committee including adopting written objectives to improve diversity and equity in the City's workforce and in the provision of municipal services, developing a written Action Plan to achieve those objectives, and implementing and overseeing the Action Plan; and
3. The Committee has since developed the City of Ukiah Equity Action Plan setting forth goals and objectives to improve diversity and equity in the City's workforce and in the provision of municipal services, and the concrete steps taken to achieve those goals and objectives; and
4. The Equity Action Plan is ready for adoption by the Council; and
5. In order to explicitly set forth the Committee's intent to improve diversity and equity, the Committee has recommended that the name of the Committee be changed to the Diversity and Equity Standing Committee, and that the representative seat designated for an individual from a LGBTQA group should be changed to a LGBTQA+ group.

NOW, THEREFORE BE IT RESOLVED as follows:

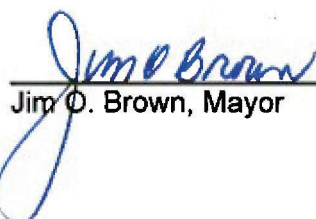
1. The City Council of the City of Ukiah hereby adopts the City of Ukiah Equity Action Plan. The City of Ukiah Equity Action Plan is set forth in Attachment 1, attached hereto and by reference incorporated herein.
2. The name of the Standing Committee of the City Council known as the Equity and Diversity Standing Committee shall be changed to the Diversity and Equity Standing Committee ("Committee").
3. One member of the Committee shall be from an organization in the City of Ukiah of the Ukiah Valley, including Redwood and Potter Valleys, which serves or represents persons from the LGBTQA+ community.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah on the 19th day of January, 2022 by the following roll call vote:

AYES: Councilmembers Orozco, Crane, Rodin, Duenas, and Mayor Brown
 NOES: None
 ABSENT: None
 ABSTAIN: None

ATTEST:


 Kristine Lawler, City Clerk/CMC


 Jim O. Brown, Mayor



City of Ukiah

EQUITY ACTION PLAN

January 2022



Executive Summary

At the City of Ukiah, we understand that we have a unique responsibility to all residents as local government and public servants. We know that it is not enough to prioritize diversity. We must also prioritize equity and inclusion to create a culture where every individual and group is welcomed, respected, and provided the opportunity to participate fully. As part of the City's ongoing effort to reflect the diversity of the community we serve, integrate equitable public service, and promote opportunity for all individuals and groups, we have developed this Equity Action Plan.

MISSION/OBJECTIVE

With community engagement, develop an action plan to foster equity and diversity in the organization and our community. Review policies, practices, and procedures to promote and enhance equal participation and access to services, resources, and life opportunities and ensure our organization accurately reflects our community's diversity.

PLAN DEVELOPMENT

The City of Ukiah Equity Action Plan identifies and establishes equity objectives and goals, specific steps, and measurable indicators for each goal. In addition, the Equity Action Plan establishes accountability through an internal and external process and an annual accountability report to the Ukiah City Council to achieve a collective vision of diversity, equity, and inclusion within the organization and our community.

ASPIRATIONAL GOALS AND EXPECTED OUTCOMES

- Create and sustain a diverse, equitable, and inclusive workplace and workforce that reflects, values, and celebrates the diverse community we serve.
- Eliminate internal and external barriers to diversity, equity, and inclusion within the systems of our organization.
- Recruit, retain, and advance a community of staff that reflects, values, and celebrates the diversity of the community we serve.
- Identify and engage underrepresented communities in which to retain, expand, develop, and implement programs.
- Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services.
- Ensure accountability in the implementation of goals and assessment of progress toward outcomes.

¹GOALS, STRATEGIES, AND SPECIFIC STEPS

Goal 1. Create and sustain a diverse, equitable, and inclusive workplace and workforce that reflects, values, and celebrates the diverse community we serve.

STRATEGY: Consistently, clearly, and boldly communicate that diversity, equity, and inclusion (DEI) are critical to the City's values.

CRITICAL STEPS

- Create and adopt a Diversity, Equity, and Inclusion statement
- Integrate the Diversity, Equity, and Inclusion statement into City initiatives and communication materials
- Create a schedule of recommended proclamations to celebrate the diversity of our community and educate and raise awareness of diversity, equity, and inclusion-related issues
- Create an Equity webpage on the City's website
- Create a social media and website campaign that highlights the value of the diversity of the organization

Goal 2. Eliminate internal and external barriers to Diversity, Equity, and Inclusion within the systems of our organization.

STRATEGY A: Improve access to City communication, public meetings, and essential services to remove barriers to inclusivity.

CRITICAL STEPS

- Develop a plan to improve the accessibility of public meetings
- Identify, develop, and implement strategies to improve the accessibility to including but not limited to, the City's website, social media content, program applications, and requests for proposal
- Evaluate essential services to identify strengths and identify and remedy barriers
- Provide ongoing education and training on the plans and strategies identified

STRATEGY B: Improve the organization's recruitment, development, and retention practices to remove barriers within these processes.

CRITICAL STEPS

- Review recruitment, development, and retention practices to identify barriers to employment and create a plan to reduce those barriers, including but not limited

¹ Critical Steps are organized by order, not priority.

- to the development and implementation, of a recruitment plan designed to increase employment that accurately reflects the community we serve
- Develop and implement an oversight process to ensure diversity in hiring, evaluation, and promotion
- Develop annual employee surveys that include diversity, equity, and inclusion topics and identify a review team to assess the survey, prepare a summary, and make recommendations to City leadership

Goal 3. Recruit, retain, and advance a community of staff that reflects, values, and celebrates the diversity of the community we serve.

STRATEGY: Strengthen the City to advance diversity, equity, and inclusion efforts and to provide equitable and inclusive advancement opportunities for all staff. Listen to staff, committee, commission, and Council Members and value and consider their opinions, perspectives, and actions.

CRITICAL STEPS

- Create a mentorship program to create mentoring opportunities throughout the organization
- Mandate diversity, equity, and inclusion training for all new hires during the orientation process
- Mandate biannual diversity, equity, and inclusion training for all current employees

Goal 4. Identify and actively engage underrepresented communities in which to retain, expand, develop, and implement programs.

STRATEGY: Leverage existing resources to conduct asset-mapping and develop a needs assessment with recommendations inclusive of input from underrepresented members of the community.

CRITICAL STEPS

- Coordinate with existing groups representing the diversity of the community we serve to identify the best methods for connecting with those groups
- Conduct focus groups and listening sessions
- Conduct community-wide surveys
- Provide ongoing recommendations regarding the needs assessment to City leadership

Goal 5. Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services.

STRATEGY A: Increase the diversity of the City's Boards, Commissions, and Committees to accurately reflect the community we serve.

CRITICAL STEPS

- Add diversity/inclusivity questions to all board, commission, and committee applications to evaluate applicants' understanding of/and experience working within diverse groups
- Identify and implement methods of engaging and advertising employment and board/committee openings to reach a more diverse audience of potential applicants

STRATEGY B: Improve the quantity, quality, and accessibility of City programs to reflect the needs of the diverse community we serve.

CRITICAL STEPS

- Conduct a community-wide survey to assess program needs and/or interests
- Complete an inventory and analysis of existing programs to identify gaps and create a plan to reduce the identified gaps

Goal 6. Ensure accountability in the implementation of goals and assessment of progress toward outcomes

STRATEGY: Develop internal and external processes to preserve and ensure accountability in the process and implementation of goals, strategies, and critical steps to evaluate the progress to achieve the outcomes and goals and to assist in the annual accountability report to the Ukiah City Council.

CRITICAL STEPS

- Celebrate achievements
- Make recommendations for corrective action through ongoing monitoring and evaluation by the Committee

GOAL 1. Create and sustain a diverse, equitable, and inclusive workplace and workforce that reflects, values, and celebrates the diverse community we serve.

STRATEGY: Consistently, clearly, and boldly communicate that diversity, equity, and inclusion (DEI) are critical to the City's values.

<i>Outcomes and Actions</i>	<i>Target Date</i>	<i>Responsible Dept./Committee</i>	<i>Performance Measure</i>
Create and adopt a Diversity, Equity, and Inclusion statement	Dec. 2022	CM Office/Diversity and Equity Committee	Statement created
Integrate the Diversity, Equity, and Inclusion statement into City initiatives and communication materials	Dec. 2022	CM Office/Diversity and Equity Committee	Statement will be integrated into City initiatives and communication materials
Create a schedule of recommended proclamations to celebrate the diversity of our community and educate and raise awareness of diversity, equity, and inclusion related issues	Jan. 2022	CM Office/Diversity and Equity Committee	Schedule of recommended Proclamations received by City Council
Create an Equity webpage on the City's website	Jan. 2022	CM Office	Webpage created
Create a social media and website campaign that highlights the value of the diversity of the organization	July 2022	CM Office	Social media and website campaign created and initial roll-out has begun

GOAL 2. Eliminate internal and external barriers to Diversity, Equity, and Inclusion within the systems of the organization.

STRATEGY A: Improve access to City communication, public meetings, and essential services to remove barriers to inclusivity.

<i>Outcomes and Actions</i>	<i>Target Date</i>	<i>Responsible Dept./Committee</i>	<i>Performance Measure</i>
Develop a plan to improve the accessibility of public meetings	December 2022	CM Office/City Clerk	A plan created and ready for implementation

Identify, develop, and implement strategies to improve the accessibility to including but not limited to, the City's website, social media content, program applications, and requests for proposal	December 2022	CM Office	Documented strategies to improve accessibility
Evaluate essential services to identify strengths and to identify and remedy barriers	December 2022	CM Office	Documented process for essential service evaluation, including strengths and barriers, and identified remedies. Documented summary of identified barriers and action taken to remedy.
Provide ongoing education and training on the plans and strategies identified	December 2023	CM Office/HR Dept.	Summary of education and training activities related to identified strategies

GOAL 2. Eliminate internal and external barriers to Diversity, Equity, and Inclusion within the systems of the organization.

STRATEGY B: Improve the organization's recruitment, development, and retention practices to remove barriers within these processes.

<i>Outcomes and Actions</i>	<i>Target Date</i>	<i>Responsible Dept./Committee</i>	<i>Performance Measure</i>
Review recruitment, development, and retention practices to identify barriers to employment and create a plan to reduce those barriers, including but not limited to the development and implementation, of a recruitment plan designed to increase employment that accurately reflects the community we serve	July 2023	CM Office/HR Dept.	Recruitment, development, retention practices plan complete and ready for implementation.
Develop and implement an oversight process to ensure diversity in hiring, evaluation, and promotion	December 2023	CM Office/HR Dept.	Oversight process developed and implemented.
Develop annual employee surveys that include diversity, equity, and inclusion topics and identify a review team to assess the survey, prepare a summary, and make recommendations to city leadership	Jan. 2023	CM Office/HR Dept.	Annual surveys developed. The review team identified.

GOAL 3. Recruit, retain, and advance a diverse community of staff that reflects, values, and celebrates the diversity of the community we serve.

STRATEGY: Strengthen the City to advance diversity, equity, and inclusion efforts and to provide equitable and inclusive opportunities for advancement for all staff. Listen to staff, committee, commission, and Council Members and value and consider their opinions, perspectives, and actions.			
<i>Outcomes and Actions</i>	<i>Target Date</i>	<i>Responsible Dept./Committee</i>	<i>Performance Measure</i>
Create a mentorship program to create mentoring opportunities throughout the organization	July 2022	CM Office	Program created and implemented
Mandate diversity, equity, and inclusion training for all new hires during the orientation process Mandate biannual diversity, equity, and inclusion training for all current employees	July 2022	CM Office/HR Dept.	Diversity, Equity, and Inclusion training included in new employee orientation process and diversity, equity, and inclusion training scheduled for all employees
GOAL 4. Identify and engage underrepresented communities in which to retain, expand, develop, and implement programs STRATEGY: Leverage existing resources to conduct asset-mapping and develop a needs assessment with recommendations inclusive of input from underrepresented members of the community			
<i>Outcomes and Actions</i>	<i>Target Date</i>	<i>Responsible Dept./Committee</i>	<i>Performance Measure</i>
Coordinate with existing groups representing the diversity of the community we serve to identify the best methods for connecting with those groups	December 2022	CM Office/Diversity and Equity Committee	Detailed database of identified groups and their contact info. including best ways to connect developed
Conduct focus groups and listening sessions	December 2022	CM Office/Diversity and Equity Committee	Documented summary of focus group and listening sessions
Conduct community-wide surveys	December 2022	CM Office	Documented summary of surveys and results
Provide ongoing recommendations regarding the need assessment to City leadership	December 2022	CM Office/Diversity and Equity Committee	Quarterly recommendation reports from the Ad Hoc to City leadership

GOAL 5. Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services. STRATEGY A: Increase the diversity of the City's Boards, Commissions, and Committees to accurately reflect the diversity of the community we serve.			
<i>Outcomes and Actions</i>	<i>Target Date</i>	<i>Responsible Dept./Committee</i>	<i>Performance Measure</i>
Add diversity/inclusivity questions to all board, commission, and committee applications to evaluate applicants' understanding of/and experience working with diverse groups	July 2022	CM Office/City Clerk	Diversity and inclusivity questions included on all board, commission, and committee applications
Identify and implement methods of engaging and advertising employment and board/committee openings to reach a more diverse audience of potential applicants	July 2022	CM Office/HR Dept.	Identified summary of methods implemented to engage and advertise for employment and board/committee openings.
GOAL 5. Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services. STRATEGY B: Improve the quantity, quality, and accessibility of city programs to reflect the needs of the diverse community we serve.			
<i>Outcomes and Actions</i>	<i>Target Date</i>	<i>Responsible Dept./Committee</i>	<i>Performance Measure</i>
Conduct a community-wide survey to assess program needs and/or interests	December 2022	CM Office	Survey with results conducted.
Complete an inventory and analysis of existing programs to identify gaps and create a plan to reduce the identified gaps	December 2022	CM Office	Analysis complete, gaps identified, and a plan to reduce the gaps ready for implementation.
GOAL 6. Ensure accountability in the implementation of goals and assessment of progress toward outcomes STRATEGY: Develop external processes to preserve and ensure accountability in the process and implementation of goals, strategies, and critical steps to evaluate the progress towards the outcomes and goals and to assist in the annual accountability report to the Ukiah City Council			
<i>Outcomes and Actions</i>	<i>Target Date</i>	<i>Responsible Dept./Committee</i>	<i>Performance Measure</i>

Celebrate achievements and make recommendations for corrective action through ongoing monitoring and quarterly evaluations by the Committee	April 2022 (ongoing)	CM Office/Diversity and Equity Committee	Quarterly progress reports and press release summarizing recommendations and achievements
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[illegible]

City of Utah
Equity Action Plan
2022-2023

GOAL 4. Identify and actively engage underrepresented communities in which to retain, expand, develop, and implement programs																										
STRATEGY: Leverage existing resources to conduct asset-mapping and develop a needs assessment with recommendations inclusive of input from underrepresented members of the community																										
Outcomes and Actions		Responsible Dept./Committee	Performance Measure																							
Coordinate with existing groups representing the diversity of the community we serve to identify the best methods for connecting with those groups		CM Office Diversity and Equity Committee	Detailed database of identified groups and their contact info, including best ways to connect developed																							
Conduct focus groups and listening sessions		CM Office Diversity and Equity Committee	Documented summary of focus group and listening sessions																							
Conduct community-wide surveys		CM Office	Documented summary of surveys and results																							
Provide ongoing recommendations regarding the need assessment to City leadership		CM Office Diversity and Equity Committee	Quarterly recommendation reports from the Ad Hoc to City leadership																							
GOAL 5. Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services.																										
STRATEGY A: Increase the diversity of the City's Boards, Commissions, and Committees to accurately reflect the diversity of the community we serve.																										
Outcomes and Actions		Responsible Dept./Committee	Performance Measure																							
Add diversity/inclusivity questions to all board, commission, and committee applications to evaluate applicants' understanding of and experience working with diverse groups		CM Office City Clerk	Diversity and inclusivity questions included on all board, commission, and committee applications																							
Identify and implement methods of engaging and advertising employment and board committee openings to reach a more diverse audience of potential applicants		CM Office HR Dept.	Identified summary of methods implemented to engage and advertise for employment and board committee openings.																							
GOAL 5. Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services.																										
STRATEGY B: Improve the quantity, quality, and accessibility of city programs to reflect the needs of the diverse community we serve.																										
Outcomes and Actions		Responsible Dept./Committee	Performance Measure																							
Conduct a community-wide survey to assess program needs and/or interests in the community		CM Office	Survey with results conducted.																							
Complete an inventory and analysis of existing programs to identify gaps and create a plan to reduce the identified gaps		CM Office	Analysis complete, gaps identified, and a plan to reduce the gaps ready for implementation.																							
GOAL 6. Ensure accountability in the implementation of goals and assessment of progress toward outcomes																										
STRATEGY: Develop external processes to preserve and ensure accountability in the process and implementation of goals, strategies, and critical steps to evaluate the progress towards the outcomes and goals and to assist in the annual accountability report to the Ukiah City Council																										
Outcomes and Actions		Responsible Dept./Committee	Performance Measure																							
Celebrate achievements and make recommendations for corrective action through ongoing monitoring and quarterly evaluations by the Committee		CM Office Diversity and Equity Committee	Quarterly progress reports and press release summarizing recommendations and achievements																							
		1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter													
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Status/Notes

CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue, Ukiah, CA 95482
Virtual Meeting Link: <https://zoom.us/j/97199426600>
Ukiah, CA 95482
December 21, 2022
6:00 p.m.

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on December 21, 2022, having been legally noticed on December 16, 2022. The meeting was held in person and virtually at the following link: <https://zoom.us/j/97199426600>. Mayor Rodin called the meeting to order at 6:00 p.m. Roll was taken with the following **Councilmembers Present:** Susan Sher, Douglas, F. Crane, Josefina Dueñas, and Mari Rodin. **Absent by Prearrangement:** Juan V. Orozco. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR RODIN PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Rodin.

3. AB 2449 NOTIFICATIONS AND CONSIDERATIONS

4. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Presentation Honoring Retiree Ken Ronk for His Years of Service to the City of Ukiah.
Presenter: Mayor Rodin and Greg Owen, Airport Manager.

Certificate was presented and received Ken Ronk.

5. PETITIONS AND COMMUNICATIONS

City Clerk, Kristine Lawler, stated that all communications had been distributed.

6. APPROVAL OF MINUTES

a. Approval of the Minutes for the December 7, 2022, Regular Meeting.

Motion/Second: Sher/Rodin to approve Minutes of December 7, 2022, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Sher, Crane, Dueñas, and Rodin. NOES: None. ABSENT: Orozco. ABSTAIN: None.

7. RIGHT TO APPEAL DECISION

8. CONSENT CALENDAR

a. Report of Disbursements for the Month of November 2022 - Finance.

b. Approval of a Budget Amendment in the Amount of \$19,079 for Mead & Hunt Construction Administration Services Agreement - Airport.

- c. Adoption of Resolution (2022-81) Approving Amendment to Standard Agreement (COU No. 2223-155) 20-CDBG-CV2-3-00081 to Transfer Funds from Public Facility Improvement Project for Surge Capacity to Standard Agreement 20-CDBG-CV2-3-00097 Ukiah Valley Fire Authority Ambulance Purchase; and Approve Corresponding Budget Amendments if Standard Agreement Amendments are Approved by the California Department of Housing and Community Development (HCD) – *Community Development*.
- d. Consideration of Approval of Scope of Work for Advance Planning Environmental Subconsultant Rincon to Prepare an Updated Demolition Ordinance; Approval of Contract Amendment (COU No. 1819-190-A4) with Mintier Harnish; and Approval of Corresponding Budget Amendment – *Community Development*.
- e. Approval of Notice of Completion for Wipf Construction for the Trench Work at the Ukiah Valley Conference Center, Specification 22-08, and Direct the City Clerk to File the Notice of Completion with the County Recorder - *Finance*.
- f. Approval of a Budget Amendment in the Amount of \$77,000 to Cover Ice Rink Personnel Costs which were Inadvertently Omitted During the Budget Process – *Community Services*.
- g. Approval of Budget Amendment in the Amount of \$437,676.65 for Specification 19-01 Dora Utility Improvement Project – *Public Works*.

Motion/Second: Sher/Rodin to approve Consent Calendar Items 7a-7g, as submitted. Motion **carried** by the following roll call votes: AYES: Sher, Crane, Dueñas, and Rodin. NOES: None. ABSENT: Orozco. ABSTAIN: None.

9. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comment was received.

10. COUNCIL REPORTS

Presenter: Mayor Rodin

11. CITY MANAGER/CITY CLERK REPORTS

Presenters:

- **Construction Update** – Tim Eriksen, Public Works Director / City Engineer.
- **FEMA floodplain maps** – Tim Eriksen, Public Works Director / City Engineer.
- **Measure B Update** – Shannon Riley, Deputy City Manager.

12. PUBLIC HEARINGS (6:15 PM)

13. UNFINISHED BUSINESS

- a. Consider Adoption of Resolution Adopting a 2023 Advocacy Platform to Serve as Guidelines for Local, State, and Federal Legislative Matters.**

Presenter: Shannon Riley, Deputy City Manager.

Motion/Second: Sher/Rodin to adopt resolution (2022-82) adopting a 2023 Advocacy Platform to serve as guidelines for local, state, and federal legislative, administrative, regulatory and court matters as amended. Motion **carried** by the following roll call votes: AYES: Sher, Crane, Dueñas, and Rodin. NOES: None. ABSENT: Orozco. ABSTAIN: None.

14. NEW BUSINESS

- a. Adoption of Resolution Extending the Terms of Three Members of the Planning Commission Until Seats are Filled Through the Appointment Process.**

Presenter: Kristine Lawler, City Clerk.

Motion/Second: Sher/Duenas to adopt the resolution (2022-83) extending the terms of three members of the Planning Commission until seats are filled through the appointment process. Motion **carried** by the following roll call votes: AYES: Sher, Crane, Dueñas, and Rodin. NOES: None. ABSENT: Orozco. ABSTAIN: None.

b. Review and Consider the Fiscal Year 2023-24 Budget Development Schedule.

Presenter: Sage Sangiacomo, City Manager.

Report was received.

c. Discussion and Possible Action Regarding the Cancellation of the January 18, 2023, Regular City Council Meeting, and the Scheduling of a Special City Council Meeting on January 11, 2022 or Alternate Date if Desired.

Presenter: Sage Sangiacomo, City Manager.

Motion/Second: Sher/Rodin to approve the cancellation of the January 18, 2023, Regular City Council Meeting, and the scheduling of a Special City Council Meeting to be held on January 11, 2023. Motion **carried** by the following roll call votes: AYES: Sher, Crane, Dueñas, and Rodin. NOES: None. ABSENT: Orozco. ABSTAIN: None.

d. Receive Updates on City Council Committee and Ad Hoc Assignments, and Initiate Review of the 2023 Council Assignments List.

Presenter: Sage Sangiacomo, City Manager.

Report received.

15. CLOSED SESSION

a. Conference with Legal Counsel – Anticipated Litigation

(Government Code Section 54956.9(d)(2))

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (2 cases)

b. Conference with Legal Counsel – Anticipated Litigation

(Government Code Section 54956.9(d)(2) or (3))

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1 case)

c. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9(d)(1))

Name of case: Roofing & Solar Construction, Inc. v. City of Ukiah et al., Mendocino County Superior Court Case No. 22CV00048

d. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9(d)(1))

Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUk-CVPT-2018-70200

e. **Conference with Legal Counsel – Existing Litigation**

(Government Code Section 54956.9(d)(1))

Name of case: Russian River Keepers et al. v. City of Ukiah, Case No. SCU-K-CVPT-20-74612

f. **Conference with Real Property Negotiators**

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 003-190-11

Negotiator: Sage Sangiacomo, City Manager

Negotiating Parties: Dave Hull

Under Negotiation: Price & Terms of Payment

g. **Conference with Real Property Negotiators**

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 003-260-01, 003-500-14

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Eric Crane and Francine Selim

Under Negotiation: Price & Terms of Payment

h. **Conference with Labor Negotiator (54957.6)**

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

i. **Public Employee Performance Evaluation**

(Government Code Section 54956)

Title: City Manager

No Closed Session was held.

16. **ADJOURNMENT**

There being no further business, the meeting adjourned at 6:53 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approve a Budget Amendment for Solid Waste Clean-Up and Abatement Activities in the Amount of \$34,000.

DEPARTMENT: Finance

PREPARED BY: Devon King, Assistant Accountant

PRESENTER: Dan Buffalo; Fiance Director

ATTACHMENTS:

None

Summary: Council will consider approving a budget amendment in the amount of \$34,000 for the purpose of appropriating funds for solid waste clean-up and abatement activities.

Background: Staff is requesting increasing the appropriation for this fund. The current appropriation is \$5,000, which at the time of budget development was all that was envisioned as needed for the year, but the City's contracted solid waste hauler, Ukiah Waste Solutions, has been engaged in more cleanup efforts than anticipated.

Discussion: Current revenues for the year in this fund are estimated at \$39,000. Only \$5,000 was recommended by Staff for appropriation at budget adoption in June. Staff requests increasing the appropriation to the full amount of anticipated revenues to provide greater flexibility in deploying the funds when needed. These revenues are special in nature and can be used only for abatement and remediation activities related to solid waste collection.

Recommended Action: Approve a budget amendment for solid waste clean-up and abatement activities in the amount of \$34,000.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 69624621.52170 \$0

PROPOSED BUDGET AMOUNT: 69624621.52170 \$34,000

FINANCING SOURCE: Current revenues

PREVIOUS CONTRACT/PURCHASE ORDER NO.: NA

COORDINATED WITH: Dan Buffalo; Finance Director

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI): 3a – Continue to lead the way in solid waste diversion, including the diversion of compostable food.

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Approving the City of Ukiah's Qualified Contractors List for 2023.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Kristine Lawler, City Clerk

ATTACHMENTS:

1. City Code Section 1541-1543
2. Cost Accounting Manual - Partial
3. Annual Public Notice - November 2022
4. Proposed Resolution with Exhibit A

Summary: Each year, the City of Ukiah's Qualified Contractors List is updated to reflect current applications of contractors with approved State Licenses for various categories from the California State Department of Consumer Affairs Contractors State License Board. Council will review the updated list and staff recommendation to approve the list, which is used for sending out bid proposals for City projects throughout the year.

Background:

As required by the informal bidding procedure of the City of Ukiah, City Code §1541-1543 (Attachment 1) and Public Contracts Code §22036 (Attachment 2 - partial), the City Clerk's office prepared and mailed a written notice on November 2, 2022, to construction trade organizations and journals (Attachment 3) inviting all licensed contractors to submit information regarding their firm to the City for inclusion on the City's list of qualified contractors for the 2023 calendar year. This information and application were also posted on the City's website (<https://cityofukiah.com/city-clerk/#contractors>). A contractor may be included throughout the year by either submitting a written notice to the City Clerk or by bidding on a City of Ukiah project. All contracting firms are verified through the California State Licensing Board for license validity. Additionally, when bids are submitted to the City, the public works registration number and insurance is also verified before moving forward with a company.

All contractors who submitted their company information and construction classification designation, received by the Clerk's office as of January 4, 2023, have been included on the current updated list. The list is attached to the proposed resolution (Attachment 4) as "Exhibit A". The proposed resolution ensures that staff has a competitive list of qualified contractors when soliciting bids for the City of Ukiah.

Discussion: Staff is recommending adoption of the proposed resolution approving the Qualified Contractors List for 2023. This list will be posted on the City's website and will be modified throughout the year as additional applications are received.

Recommended Action: Adopt the proposed resolution approving the Qualified Contractors List for 2023.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Financial Services Manager

DIVERSITY-EQUITY INITIATIVES (DEI): Goal 1 – Create and sustain a diverse, equitable, and inclusive workplace and workforce that reflects, values, and celebrates the diverse community we serve.

CLIMATE INITIATIVES (CI): N/A

Approved:


Sage Sangiacomo, City Manager

§1541 MAINTENANCE OF CONTRACTORS' LIST

In November of each year, the City Clerk shall cause a written notice to be mailed to all construction trade journals designated in Public Contracts Code Section 22036, inviting all licensed contractors to submit the name of their firm to the City for inclusion on the City's list of qualified bidders for the following calendar year. The notice shall require that the contractor provide the name and address to which a Notice to Contractors or Proposal should be mailed a phone number at which the contractor may be reached, the type of work in which the contractor is interested and for which the contractor is currently licensed (i.e., electrical, painting, general building, etc.) together with the class of contractor's license or licenses held and the contractor's license number(s). (Ord. 892, §2, adopted 1989)

§1542 REVISION OF CONTRACTORS' LIST

On January 1 of each year the City Council may create a new Contractors' List by adding any contractor's name they so desire to the existing Contractors' List. At a minimum, the Contractors' List must include all contractors who have properly provided the City with the information required under Section 1541, during the calendar year in which the list is valid. The City Clerk shall also include on the Contractors' List the names of all contractors who have submitted a valid bid to the City during the preceding calendar year. A contractor may have his/her firm added to the City's Contractors' List at any time by providing the information required under Section 1541, to the City Clerk and by making a request in writing to the Clerk that the contractor's firm be added to the list. (Ord. 892, §2, adopted 1989)

§1543 INFORMAL BIDDING PROCEDURES

Public projects of fifty thousand dollars (\$50,000.00), or such greater sum as is authorized by Public Contracts Code section 22032 (b) or any laws that amend said section, or less may be let by the City to contract by the informal bidding procedures provided in this Section. The City clerk shall mail a notice to all contractors on the City's Contractors' List for the category of work being bid. All notices shall be mailed by the Clerk not less than ten (10) calendar days before bids are due. The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submission of bids. All bids received shall be filed with the City Clerk and opened by the Clerk at the time and place specified in the notice inviting bids. Any bidder may be present during said bid opening and may inspect any such bid. (Ord. 892, §2, adopted 1989)

California Uniform Construction Cost
Accounting Commission

Cost Accounting Policies and Procedures Manual

2021 Edition

CHAPTER 1 Information for Adoption and Implementation of the California Uniform Public Construction Cost Accounting Act

Instructions for Adoption and Implementation of the Uniform Construction Cost Accounting Procedures

1.01 Instructions for Adoption and Implementation of the Uniform Public Construction Cost Accounting Act (ACT) by Local Agencies

- 1) The Governing Board must elect by resolution to become subject to the uniform construction cost accounting procedures promulgated by the State Controller pursuant to the Public Contract Code section 22019. The resolution shall specify that the local agency will meet the requirements prescribed in the California Uniform Construction Cost Accounting Commission’s *Cost Accounting Policies and Procedures Manual* and state the effective date the agency will implement the accounting and bidding procedures.
- 2) The local agency must notify the State Controller in writing of the election to become subject to the uniform construction cost accounting procedures along with a copy of the resolution sent to one of the following locations:

Electronic Copy (PDF)	Physical Copy
Sent via email to: LocalGovPolicy@sco.ca.gov	Sent via mail to: Office of the State Controller Local Government Programs and Services Division Local Government Policy Section P.O. Box 942850 Sacramento CA 94250

- 3) When a local agency elects to become subject to the uniform construction cost accounting procedures, the entire entity is considered subject to the Act and no departments will be exempt. However, Special Districts which are governed by a board of supervisors or city council are subject only if a separate election is made.
- 4) An informal bidding ordinance, or a board adopted policy equivalent to such as required by the participating agency, shall be enacted pursuant to Public Contract Code section 22034.
- 5) Once opting into the Act, participating agencies must always adhere to the terms of the Act until such time the agency formally opts out by resolution of its governing board. Having opted in, selective adherence to the terms of the Act is a violation.
- 6) The governing board may discontinue the agency’s participation under the uniform public construction cost accounting procedures by adopting a resolution stating this fact. A copy of the resolution shall be filed with the State Controller.
- 7) The State Controller shall notify the California Uniform Construction Cost Accounting Commission (Commission) of all local agencies electing to become subject to the uniform public construction cost accounting procedures. In addition, the Commission shall also be notified of local agencies electing to discontinue participation under these procedures.

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

1.02 Sample Election Resolution – Model

This sample **Election Resolution** may be used by any public agency's governing body.

RESOLUTION OF THE _____, STATE OF CALIFORNIA IN THE MATTER OF
UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES

Resolution No. _____

WHEREAS, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

WHEREAS, Public Contract Code section 22000 et seq., the Uniform Public Construction Cost Accounting Act, establishes such a uniform cost accounting standard;

WHEREAS, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects; and

NOW, THEREFORE, BE IT RESOLVED that the _____ of _____, California, hereby elects under Public Contract Code section 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended, and directs that the _____ - notify the State Controller forthwith of this election.

This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED this ____ day of _____, _____ by the following vote;

AYES:

NOES:

ABSENT:

Insert Seal if Applicable

Signature Title

City of _____ County of _____

Procedure for Establishment and Maintenance of List of Registered Contractors

1.04 Procedure for Establishment and Maintenance of List of Registered Contractors Per Section 22034 of the Public Contract Code

Section 22034 of the Public Contract Code specifies the requirements for mailing, faxing, or emailing notices to contractors for work to be bid under the Act. As specified therein, an agency shall provide notices by electing a), b) or both methods listed as follows:

- a) In lieu of a contractors list, mailing, faxing, or emailing notices to all construction trade journals specified in section 22036
- b) Mailing, faxing, or emailing notices to all contractors on the list established by the agency for the work being paid
- c) Both (a) and (b) pursuant to section 22034(a)(1)

In the event an agency elects to provide notice by mailing, faxing, or emailing notices to all contractors on the list established by the agency for the work being bid, the agency shall utilize the following procedure to establish and maintain the list of registered contractors outlined in section 22034 (a)(1):

- a) Notice to contractors shall be provided in accordance with either paragraph (1) or (2), or both.
 - 1) The public agency shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list shall be determined by the commission. All contractors on the list for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors pursuant to this subdivision shall be completed not less than 10 calendar days before bids are due.
 - 2) The public agency may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals specified in section 22036.
- b) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.
- c) The governing body of the public agency may delegate the authority to award informal contracts to the public works director, general manager, purchasing agent, or other appropriate person.
- d) If all bids received are in excess of two hundred thousand dollars (\$200,000), the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at two hundred twelve thousand, five hundred dollars (\$212,500) or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.

(Amended by Stats. 2015, Ch. 269, Sec. 29. Effective January 1, 2016.)

1.04.01 Minimum Criteria for Development and Maintenance of the Contractors List Determined by the Commission, pursuant to Public Contract Code section 22034(a)(1)

1. At least once per calendar year, each public agency that has elected to become subject to the Uniform Public Construction Cost Accounting Act and intends to utilize the notice provisions outlined in section 22034(a) shall establish a new list or update its existing list of qualified contractors by mailing, faxing, or emailing written notice to all construction trade journals designated for that Agency under Section 22036. The notice shall invite all

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

licensed contractors to submit the name of their firm to the Agency for inclusion on the Agency's list of qualified bidders.

2. The notice shall require that the contractor provide:

- The name and address to which a Notice to Contractors or Proposal should be mailed, faxed, or emailed;
- A phone number at which the contractor may be reached;
- The type of work in which the contractor is interested and currently licensed to do (earthwork, pipelines, electrical, painting, general building, etc.);
- The class of contractor's license(s) held; and
- The contractor license number(s).

3. Agencies may include any contractor names they so desire on the lists, but lists must include, at minimum, all contractors who have properly provided the Agencies with the information required under #2 above in response to the written notice.

The Commission recommends that Agencies automatically include in their contractors' lists the names of all contractors who submitted one or more valid bids to the Agencies.

4. A contractor may have his or her firm added to an Agency's contractors list at any time by providing the required information.

1.05 County-by-County List of Construction Trade Journals

The Commission shall determine, on a county-by-county basis, the appropriate construction trade journals which shall receive mailed, faxed, or emailed notice of all informal and formal construction contracts being bid for work within the specified county per section 22036 of the Public Contract Code.

Per Public Contract Code section 22037, notices inviting formal bids must be published at least 14 calendar days before the date of opening the bids in a newspaper of general circulation, printed and published in the jurisdiction of the public agency. In addition, the Commission has determined that all public agencies that adopt and contract under the Act shall be required to mail, email, or fax a notice to the following specified construction trade publications of all formal construction contracts being bid and all invitations to join an agency's qualified bidders list (i.e. the informal bidding list) within the specified county (as provided in sections 22034 and 22037 of the Public Contract Code). The numbers following the name of each county refer to the corresponding numbered trade journals listed starting on page 12.

Users will note that the notification of the trade journals listed in Column B for their county is required. Additionally, the user will have to notify at least two of the trade journals listed in Column C, unless there is only one listed, in which case notification of that trade journal is sufficient. The Commission urges each public agency to select additional publications from its geographical area and include them on its list of publications to be notified. Sample information to be included in the mailed notice to trade journals is listed on page 11.

Note: Users are not required to mail a notice to a trade journal if the trade journal listed under their county is now charging for its services, or is out of business. Instead, the Commission requests that users find some other method of notifying potential contractors of published jobs and how to be added to their informal bidding lists (e.g. internet – county's web page).

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

COUNTY NAME (A)	TRADE JOURNALS REQUIRED TO BE NOTIFIED (B)	NOTIFY TWO OF THE TRADE JOURNALS LISTED BELOW (C)
ALAMEDA	2, 3	8, 10, 12, 13, 14, 15, 16
ALPINE	2, 3	10
AMADOR	2, 3	10, 17
BUTTE	2, 3	5, 6, 10, 11
CALAVERAS	2, 3	10, 16, 17
COLUSA	2, 3	5, 6, 10
CONTRA COSTA	2, 3	8, 10, 13, 14, 16
DEL NORTE	2, 3	4, 5, 10
EL DORADO	2, 3	9, 10, 11
FRESNO	2, 3	10, 16, 19, 20, 21
GLENN	2, 3	5, 6, 10, 11
HUMBOLDT	2, 3	4, 5, 10
IMPERIAL	2, 3	25
INYO	2, 3	21
KERN	2, 3	19, 20, 21, 22, 25
KINGS	2, 3	19, 20, 21
LAKE	2, 3	4, 5, 7, 8, 10
LASSEN	2, 3	5, 10, 11
LOS ANGELES	2, 3	21, 25
MADERA	2, 3	10, 16, 19
MARIN	2, 3	7, 8
MARIPOSA	2, 3	10, 19
MENDOCINO	2, 3	4, 7, 8, 10
MERCED	2, 3	10, 16, 17, 19
MODOC	2, 3	5, 10
MONO	2, 3	10
MONTEREY	2, 3	10, 15, 18, 22
NAPA	2, 3	7, 8, 10
NEVADA	2, 3	9, 10, 11
ORANGE	2, 3	25, 29
PLACER	2, 3	9, 10, 11
PLUMAS	2, 3	5, 6, 10, 11
RIVERSIDE	2, 3	25, 29
SACRAMENTO	2, 3	5, 8, 9, 10, 11, 16
SAN BENITO	2, 3	10, 18
SAN BERNARDINO	2, 3	21, 25, 29
SAN DIEGO	2, 3	25, 29
SAN FRANCISCO	2, 3	8, 10, 12, 13, 14, 15
SAN JOAQUIN	2, 3	8, 10, 16, 17, 19
SAN LUIS OBISPO	2, 3	18, 21, 22, 25, 30
SAN MATEO	2, 3	8, 12, 13, 14, 15
SANTA BARBARA	2, 3	21, 22, 23, 25, 30
SANTA CLARA	2, 3	8, 10, 12, 13, 14, 15
SANTA CRUZ	2, 3	15, 18
SHASTA	2, 3	4, 5, 6

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

COUNTY NAME (A)	TRADE JOURNALS REQUIRED TO BE NOTIFIED (B)	NOTIFY TWO OF THE TRADE JOURNALS LISTED BELOW (C)
SIERRA	2, 3	10, 11
SISKIYOU	2, 3	5, 10
SOLANO	2, 3	8, 9, 10, 16
SONOMA	2, 3	7, 8, 10
STANISLAUS	2, 3	10, 16, 17, 19
SUTTER	2, 3	6, 9, 10, 11
TEHAMA	2, 3	5, 10, 11
TRINITY	2, 3	4, 5, 10
TULARE	2, 3	19, 20, 21
TUOLUMNE	2, 3	10, 17, 19
VENTURA	2, 3	21, 25, 30
YOLO	2, 3	8, 9, 10
YUBA	2, 3	6, 9, 10, 11

1.06 Sample Information for Mailed Notice

Following provides the type of information that could be included in the mailed notice to the construction trade journals. This list should be used only as a guide.

- Project title and contract number, if any
- Cost range
- Site location
- Who is taking bids/date and time due
- Owner's address and phone number
- Architect's address and phone number
- Brief description of work to be done
- Where plans may be obtained/deposit required/whether or not refundable
- Percentage of bid bond/percentage of performance bond/percentage of payment bond

1.07 List of Construction Trade Journals

The following organizations have indicated to the Commission that they:

- Publish a newsletter or trade journal, on a weekly or more frequent basis, that contains a section listing projects being bid; or provide a telephone notice service to their members.
- Do not charge for publishing or otherwise disseminating a Notice to Contractors.

These organizations have indicated to the Commission that they serve subscribers or members in the counties listed to the right of each organization.

Organizations that meet criteria (a) and (b) above may be added to the list, or changes or corrections can be made to the list by contacting one of the following:

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

Email	Physical Copy
Sent via email to: LocalGovPolicy@sco.ca.gov	Sent via mail to: Office of the State Controller Local Government Programs and Services Division Local Government Policy Section P.O. Box 942850 Sacramento CA 94250

NUMBER	ORGANIZATION	AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
1	CMD (Construction Market Data) Document Processing Center 30 Technology Parkway South, Suite 100 Norcross, GA 30092-2912 Phone: 800-424-3996 Email: customercare@cmdgroup.com Website www.cmdgroup.com	California
2	Construction Bidboard (Ebidboard) 11622 El Camino Real, #100 San Diego, CA 92130 Phone: 800-479-5314 Email: support@ebidboard.com Website: www.ebidboard.com	California
3	Dodge Data & Analytics 830 Third Avenue, 6 th Floor New York, NY 10022 Phone: 877-784-9556 Email: support@construction.com Website: www.construction.com	California
4	Humboldt Builders' Exchange, Inc. 1213 5th Street Eureka, California 95501 Phone: 707-442-3708 Website: www.humbx.com	Del Norte, Humboldt, Lake, Mendocino, Shasta, and Trinity
5	Shasta Builders' Exchange 1355 Hartnell Ave Redding, CA 96002 Phone: 530-221-5556 Email: planroom@shastabe.com Website: www.shastabe.com	Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Modoc, Plumas, Sacramento, Shasta, Siskiyou, Tehama, and Trinity

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

NUMBER	ORGANIZATION	AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
6	Valley Contractors Exchange, Inc. 951 East Eighth Street Chico, CA 95928 Phone: 530-343-1981 Email: info@vceonline.com Website: www.vceonline.com	Butte, Colusa, Glenn, Plumas, Shasta, Sutter, and Yuba
7	North Coast Builders Exchange 1030 Apollo Way Santa Rosa, CA 95407 Phone: 707-542-9502 Fax: 707-542-2027 Website: www.ncbeonline.com	Lake, Marin, Mendocino, Napa, and Sonoma
8	Marin Builders Association 660 Las Gallinas Avenue San Rafael, CA 94903 Phone: 415-462-1220 Fax: 415-462-1225 Email: mba@marinbuilders.com Website: www.marinbuilders.com	Alameda, Contra Costa, Lake, Marin, Mendocino, Napa, Sacramento, San Francisco, San Joaquín, San Mateo, Santa Clara, Solano, Sonoma, and Yolo
9	Sacramento Regional Builders' Exchange 5370 Elvas Avenue Sacramento, CA 95819 Phone: 916-442-8991 Fax: 916-446-3117 Email: planroom@srbx.org Website: www.srbx.org	El Dorado, Nevada, Placer, Sacramento, Solano, Sutter, Yolo, and Yuba
10	Placer County Contractors Association & Builders Exchange 10656 Industrial Avenue, Suite 160 Roseville, CA 95678 Phone: 916-771-7229 Fax: 916-771-0556 Email: planroom@srbx.org Website: www.pccamembers.com	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquín, Santa Clara, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

NUMBER	ORGANIZATION	AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
11	Nevada County Contractors' Association 149 Crown Point Court Grass Valley, CA 95945 Phone: 530-274-1919 Email: info@nccabuildingpros.com Website: www.nccabuildingpros.com	Butte, El Dorado, Glenn, Lassen, Nevada, Placer, Plumas, Sacramento, Sierra, Sutter, Tehama, and Yuba
12	The San Francisco Builders Exchange 850 South Van Ness Avenue San Francisco, CA 94110-1911 Phone: 415-282-8220 Email: deanna@bxofsf.com Website: www.bxofsf.com	Alameda, San Francisco, San Mateo, and Santa Clara
13	Bay Area Builders Exchange 3055 Alvarado Street San Leandro, CA 94577 Phone: 510-483-8880 Email: info@bayareabx.com Website: www.bayareabx.com	Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara
14	Peninsula Builders Exchange 282 Harbor Blvd, Bldg D Belmont, CA 94002 Phone: 650-591-4486 Website: www.safetystar.org/safetystar	Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara
15	Builders' Exchange of Santa Clara County 400 Reed Street Santa Clara, CA 95050 Phone: 408-727-4000 Fax: 408-727-2779 Email: info@bxsc.co Website: www.bxsc.co	Alameda, Monterey, San Francisco, San Mateo, Santa Clara, and Santa Cruz
16	Builders' Exchange of San Joaquin 4561 Quail Lake Drive, Suite B2 Stockton, CA 95207 Phone: 209-478-1000 Email: crobinson@besonline.com Website: http://www.bxsj.org	Alameda, Calaveras, Contra Costa, Fresno, Madera, Merced, Sacramento, San Joaquin, Solano, and Stanislaus

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

NUMBER	ORGANIZATION	AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
17	Valley Builders Exchange, Inc. 1118 Kansas Avenue Modesto, CA 95351 Phone: 209-522-9031 Email: planroom@valleybx.com Website: www.valleybx.com	Amador, Calaveras, Merced, San Joaquin, Stanislaus, and Tuolumne
18	Central Coast Builders Association 242 East Romie Lane Salinas, CA 93907 Phone: 831-758-1624 Email: staff@ccbabuilds.com Website: www.ccbabuilds.com	Monterey, San Benito, San Luis Obispo, and Santa Cruz
19	Central California Builders Exchange 1244 N. Mariposa Street Fresno, CA 93703 Phone: 559-237-1831 Email: info@cencalbx.com Website: http://cencalbx.com/	Calaveras, Fresno, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tulare, and Tuolumne
20	Tulare & Kings Counties Builders Exchange 827 W Center Ave Visalia, CA 93291 Phone: 559-732-4568 Email: info@tkcbe.com Website: www.tkcbe.com	Fresno, Kern, Kings, and Tulare
21	Kern County Builders' Exchange, Inc. 4310 Ardmore Avenue, Ste. 100 Bakersfield, CA 93309 Phone: 661-324-4921 Email: kcbex@kcbex.com Website: www.kcbex.com	Fresno, Inyo, Kings, Kern, Los Angeles, San Bernardino, San Luis Obispo, Santa Barbara, Tulare Ventura
22	San Luis Obispo County Builders Exchange 153 Cross Street, #130 San Luis Obispo, CA 93401 Phone: 805-543-7330 Email: info@slocbe.com Website: www.slocbe.com	Kern, Monterey, San Luis Obispo, and Santa Barbara

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

NUMBER	ORGANIZATION	AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
23	Ventura County Contractors Association 1830 Lockwood Street, No. 110 Oxnard, CA 93036 Phone: 805-981-8088 Email: vcca@vccainc.com Website: www.vccainc.com	Santa Barbara and Ventura
24	Construction Data Company 2001 9 th Avenue, 2 nd Floor Vero Beach, FL 32960 Phone: 800-652-0008 Email: service@cdcnews.com Website: www.cdcnews.com	California
25	BidAmerica 41085 Elm Street Murrieta, CA 92562 Phone: 951-677-4819 Email: planroom@bidamerica.com Website: www.BidAmerica.com	California
26	Construction Bid Source Interactive 6265 HWY 9 Felton, CA 95018 Phone: 888-786-9450 Website: www.constructionbidsource.com	California
27	Demandstar – Onvia Supplier Services 509 Olive Way, Suite 400 Seattle, WA 98101 Phone: 800-575-1736 Website: www.demandstar.com or Website: www.onvia.com	California
28	Challenge News 1276 Lincoln Avenue, Suite 203 San Jose, CA 95125 Phone: 408-998-0241 Email: info@challengenews.net Website: www.challengenews.net	California

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

NUMBER	ORGANIZATION	AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
29	Associated General Contractors of America San Diego Chapter, Inc. 6212 Ferris Square San Diego, CA 92121 Phone: 858-558-7444 Email: planroom@agcsd.org Website: www.agcsd.org	Orange, Riverside, San Bernardino, and San Diego
30	Tri-Co Reprographics 720 E. Haley Street Santa Barbara, CA 93101 Phone: 805-966-1701 Email: sbplots@tricoblue.com Website: www.tricoblue.com	Santa Barbara, Ventura, and San Luis Obispo

1.08 List of Closed Construction Trade Journals

The following construction trade journals have closed or are no longer functioning as of the publication date of this manual. Organizations that wish to advertise their projects should **not** contact any of the below trade journals. The below section is meant for reference only.

ORGANIZATION	AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
Solano-Napa Builders Exchange 135 Camino Dorado Napa, CA 94558 Phone: 707-255-2515 Fax: 707-255-2749 Email: membership@snbe.com Website: http://snbe.org	Napa and Solano CLOSED
El Dorado Builders' Exchange 3430 Robin Lane, Suite 7 Shingle Springs, CA 95682 Phone: 530-672-2955	Amador, El Dorado, Nevada, Placer, Sacramento, and Yolo CLOSED
Bay Area Builders Exchange 2440 Stanwell Drive, Suite B Concord, CA 94520 Phone: 925-685-8630 Website: www.bayareabx.com	Alameda, Contra Costa, El Dorado, Lake, Mendocino, Napa, Placer, Sacramento, San Francisco, Santa Clara, Solano, and Sonoma LOCATION CLOSED

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

ORGANIZATION	AREAS OF MEMBERS OR SUBSCRIBERS BY COUNTY
Builders Exchange of Merced & Mariposa 646 CA-HWY 59 Merced, CA 95341 Phone: 209-722-3612 Website: www.bxmm.org	Fresno, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, and Stanislaus CLOSED
Southern California Builders Association 732 N. Diamond Bar Blvd. #224 Diamond Bar, CA 91765 Phone: 909-396-1451 Email: scba@socalbuilders.org Website: www.socalbuilders.org	Imperial, Los Angeles, Orange, Riverside, San Bernardino, and San Diego CLOSED
Builders Notebook P.O. Box 4883 Santa Barbara, CA 93140 Phone: 877-776-5436 Email: planroom@buildersnotebook.com Website: www.buildersnotebook.com	Los Angeles, San Luis Obispo, Santa Barbara, and Ventura Non-Functioning Website

PUBLIC NOTICE

DATE: November 2, 2022
FOR RELEASE: Immediately
SUBJECT: Application for Qualified Contractors List
CONTACT: Kristine Lawler, City Clerk
(707) 463-6217

All Licensed Contractors who wish to be included on the City of Ukiah's list of qualified bidders for the year 2023, should submit the name and address to which Notice of Bids or Proposals should be mailed, a phone number at which the contractor may be reached, the type of work in which the contractor is interested and for which the contractor is currently licensed (e.g. earthwork, pipelines, electrical, painting, general building, etc.) together with the class of contractor's license or licenses held, and the contractor's license number(s) (*NOTE – Insurance forms are not necessary at this time.*)

A Qualified Contractors List application form and insurance requirements may be obtained from the City Clerk or downloaded from the City of Ukiah's website: <http://www.cityofukiah.com/qualified-contractors/>.

Completed forms should be submitted to:

City of Ukiah
ATTN: CITY CLERK
300 Seminary Avenue
Ukiah, CA 95482

OR:
Fax to: (707) 463-6204

OR
Email: klawler@cityofukiah.com

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING THE QUALIFIED CONTRACTORS LIST FOR THE 2023 CALENDAR YEAR

WHEREAS, under Ukiah City Code (UCC) sections §1541 - 1543, the City Clerk must request licensed contractors who are qualified to perform public work under contract with the City of Ukiah to submit their names, addresses, phone numbers, type of work in which they are interested, and license number; and

WHEREAS, the City Council is required to adopt a list of qualified contractors, identified according to categories of work; and

WHEREAS, the City Clerk has published the notice as required in UCC Section §1541 and compiled a list of qualified contractors based on information submitted in response to said notice; and

WHEREAS, the City Council finds and determines that the list as compiled complies with the requirements of the City Code and Public Contracts Code Section §22034(a) and shall constitute the City of Ukiah Contractors List for use in providing notice under the informal bidding procedure authorized in UCC Section §1543.

NOW, THEREFORE, BE IT RESOLVED, that the list attached to this resolution as "Exhibit A" is the Qualified Contractors List which is sorted by class for the City of Ukiah for the calendar year 2023, and City Staff is authorized and required to continuously update the list throughout the year.

PASSED AND ADOPTED this 11th day of January, 2023, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mari Rodin, Mayor

ATTEST:

Kristine Lawler, City Clerk

CITY OF UKIAH'S 2023 QUALIFIED CONTRACTORS LIST

Company	Address 1	City	State	Class	State License Expiration	State License No.
Class A - General Engineering						
American Asphalt Repair & Resurfacing C	24200 Clawiter Road	Hayward	CA	A - General Engineering	5/31/2023	439591
American Pavement Systems Inc	1012 11th Street Ste. 1000	Modesto	CA	A - General Engineering	2/29/2024	943792
Argonaut Constructors	P O Box 639	Santa Rosa	CA	A - General Engineering	12/31/2023	171432
Bartley Pump, Inc.	4000 South Moorland Avenue	Santa Rosa	CA	A - General Engineering	12/31/2023	1033562
BEST Contracting Services, Inc.	19027 S. Hamilton Ave.	Gardena	CA	A - General Engineering	5/31/2024	456263
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	A - General Engineering	1/31/2023	656741
C.V. Larsen Co.	1846 Ludwig Avenue	Santa Rosa	CA	A - General Engineering	5/27/2024	646209
Coleman Environmental Engineering, Inc.	P O BOX 1020	Upper Lake	CA	A - General Engineering	6/30/2022	764005
Commercial Pump & Mechanical	P O BOX 7947	Chico	CA	A - General Engineering	3/31/2023	921066
CWS Construction Group, Inc.	1301 Grant Ave., Ste B	Novato	CA	A - General Engineering	4/30/2023	811153
EBA Engineering	825 Sonoma Ave., Ste. C	Santa Rosa	CA	A - General Engineering	1/31/2023	662725
Ferranti Construction, Inc.	P O BOX 259	Redwood Valley	CA	A - General Engineering	3/31/2023	385543
Fort Bragg Electric, Inc.	P O BOX 1878	Fort Bragg	CA	A - General Engineering	7/31/2024	391464
Ghilotti Construction	246 Ghilotti Avenue	Santa Rosa	CA	A - General Engineering	5/31/2024	644515
Granite Construction Company	1324 S. State Street	Ukiah	CA	A - General Engineering	3/31/2023	760923
Gregg Simpson Trucking	11 Highland Ct	Ukiah	CA	A - General Engineering	9/30/2023	650339
GS Construction	P.O. Box 796	Burney	CA	A - General Engineering	3/31/2023	401498
GSE Construction Company, Inc.	3990 Yosemite Ave	Lathrop	CA	A - General Engineering	3/31/2023	401498
Harvest Energy Services	520 Zang Street, Ste 200	Broomfield	CO	A - General Engineering	6/30/2023	1077501
Hanford Applied Resporation & Conservation	755 Baywood Drive, Ste. 380	Petaluma	CA	A - General Engineering	2/29/2024	461167
Intermountain Slurry Seal, Inc.	585 West Beach Street	Watsonville	CA	A - General Engineering	1/31/2024	462443
Live Oak Utility Infrastructure, LLC	3450 Broad St., #104	San Luis Obispo	CA	A - General Engineering	9/30/2023	1057965
Marz General Engineering	9741 Laughlin Way	Redwood Valley	CA	A - General Engineering	12/31/2023	1084927
MBC Contruccion Co, Inc.	3342 N. State Street	Ukiah	CA	A - General Engineering	4/30/2024	945554
Meyer General Engineering Construction	701 Spanish Canyon Road	Ukiah	CA	A - General Engineering	4/30/2023	712845
Mike Brown Electric Company	561-A Mercantile Drive	Cotati	CA	A - General Engineering	4/30/2024	306767
Northwest Construction, Inc.	9011 Colony Drive	Redwood Valley	CA	A - General Engineering	10/31/2023	865329
Oak Grove Construction	431 Payran Street, Ste. 101	Petaluma	CA	A - General Engineering	6/30/2023	406464
Pacific Earthscape (aka Ford Logging, Inc)	1225 Central Ave. #11	McKinleyville	CA	A - General Engineering	4/30/2023	793279
Paulson Excavating, Inc.	P.O. Box 339	Albion	CA	A - General Engineering	7/31/2024	425362
Pavement Coatings Co.	10240 San Sevaine Way	Jurupa Valley	CA	A - General Engineering	9/30/2024	303609
Pierson Company	1200 W. Harris St.	Eureka	CA	A - General Engineering	3/31/2024	265024
RaPiD General Engineering	3072 Research Way, #54	Carson City	NV	A - General Engineering	4/30/2023	982748
Rege Construction, Inc.	600 Santana Dr.	Cloverdale	CA	A - General Engineering	10/31/2024	786253
Roberts Mechanical & Electrical, Inc.	355 Kunzler Ranch Road, Ste. E	Ukiah	CA	A - General Engineering	2/28/2023	556014
Sierra Nevada Construction Inc.	P O BOX 50760	Sparks	NV	A - General Engineering	5/31/2024	593393
Siri Grading & Paving, Inc.	P O BOX 3638	Santa Rosa	CA	A - General Engineering	1/31/2024	325681
Summit Signal, Inc.	260 Margie Drive	Willits	CA	A - General Engineering	7/31/2024	842536
Team Ghilotti, Inc.	2531 Petaluma Blvd., So.	Petaluma	CA	A - General Engineering	4/30/2023	895384
Telstar Instruments	4017 Vista Park Court	Sacramento	CA	A - General Engineering	5/31/2022	422364
TerraCon Constructors, Inc.	P O BOX 276	Healdsburg	CA	A - General Engineering	11/30/2023	562511

Company	Address 1	City	State	Class	State License Expiration	State License No.
Valley Paving	P O BOX 559; 2601 Road E	Redwood Valley	CA	A - General Engineering	7/31/2023	674411
Wahlund Construction, Inc.	P.O. Box 6486	Eureka	CA	A - General Engineering	9/30/2024	678993
West Coast Environmental	3181 Fitzgerald Road	Rancho Cordova	CA	A - General Engineering	2/29/2024	718733
Western Water Constructors, Inc.	707 Aviation Boulevard	Santa Rosa	CA	A - General Engineering	4/30/2024	188068
WestPac Construction	1349 Lily Street	Healdsburg	CA	A - General Engineering	9/30/2023	1058561
Wipf Construction	P O BOX 234	Ukiah	CA	A - General Engineering	11/30/2023	629598
Wylatti Resource Management, Inc.	P O BOX 575 Cemetary Lane	Covelo	CA	A - General Engineering	6/30/2023	934597
Class ASB - Asbestos Removal Certification						
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	ASB - Asbestos Removal Certification	1/31/2023	656741
Pierson Company	1200 W. Harris St.	Eureka	CA	ASB - Asbestos Removal Certification	3/31/2024	265024
Solano County Roofing	4349 Cordelia Rd.	Fairfield	CA	ASB - Asbestos Removal Certification	7/31/2022	495355
Wahlund Construction, Inc.	P.O. Box 6486	Eureka	CA	ASB - Asbestos Removal Certification	9/30/2024	678993
West Coast Environmental	3181 Fitzgerald Road	Rancho Cordova	CA	ASB - Asbestos Removal Certification	2/29/2024	718733
Class B - General Building						
Alcal Specialty Contracting, Inc.	42950 Osgood Road	Fremont	CA	B - General Building	11/30/2024	815286
Apperson Energy Management	6620 Central Ave	Ukiah	CA	B - General Building	4/30/2023	1075371
Argonaut Constructors	P O Box 639	Santa Rosa	CA	B - General Building	12/31/2023	171432
BayWa R.E. Power Solutions, Inc.	1101 National Dr., Ste B	Sacramento	CA	B - General Building	2/29/2024	990593
BEST Contracting Services, Inc.	19027 S. Hamilton Ave.	Gardena	CA	B - General Building	5/31/2024	456263
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	B - General Building	1/31/2023	656741
Bridges Construction	5846 Live Oak Dr., Ste 2	Kelseyville	CA	B - General Building	9/30/2024	607223
Busch Construction & Electric	266 Terra Verde Court	Redwood Valley	CA	B - General Building	5/31/2023	404336
Carr's Construction Service, Inc.	3165 Calistoga Rd.	Santa Rosa	CA	B - General Building	3/31/2024	556444
Coastal Mountain Electric	14832 Lakeshore Dr.	Clearlake	CA	B - General Building	3/31/2023	507105
Cupples & Sons Construction, Inc.	221 Olive Ln., #G	Ukiah	CA	B - General Building	4/30/2024	806992
CWS Construction Group, Inc.	1301 Grant Ave., Ste B	Novato	CA	B - General Building	4/30/2023	811153
Ferranti Construction, Inc.	P O BOX 259	Redwood Valley	CA	B - General Building	3/31/2023	385543
Fort Bragg Electric, Inc.	P O BOX 1878	Fort Bragg	CA	B - General Building	7/31/2024	391464
FRC, Inc.	9680 Old Redwood Hwy	Windsor	CA	B - General Building	4/30/2024	715667
GCCI, Inc.	4701 Old Redwood Hwy, #1	Santa Rosa	CA	B - General Building	11/30/2024	729437
GMH Builders, Inc.	P O Box 1773	Sonoma	CA	B - General Building	7/31/2024	1016384
Granite Construction Company	1324 S. State Street	Ukiah	CA	B - General Building	5/31/2023	89
GSE Construction Company, Inc.	3990 Yosemite Ave	Lathrop	CA	B - General Building	3/31/2023	401498
Harbert Roofing, Inc.	19799 Hirsch Ct.	Anderson	CA	B - General Building	10/31/2022	696974
Integrity Construction Maintenance, Inc.	3531 Gravenstein Highway S	Sebastopol	CA	B - General Building	9/30/2024	846187
JB Jordan & Associates	P O BOX 3629	Eureka	CA	B - General Building	12/31/2022	955247
Kirby Construction Company	625 Ware Ave.	Santa Rosa	CA	B - General Building	4/30/2024	812509
Menton Builders, Inc.	P O BOX 871	Ukiah	CA	B - General Building	8/31/2023	381334
Midstate Construction Corporation	1180 Holm Road	Petaluma	CA	B - General Building	7/31/2023	89455
Nor-Cal Pump & Well Drilling, Inc.	1325 Barry Road	Yuba City	CA	B - General Building	1/31/2022	908591
North Coast Floor & Tile	2510 Broadway	Eureka	CA	B - General Building	5/31/2022	808031
Oak Grove Construction	431 Payran Street, Ste. 101	Petaluma	CA	B - General Building	6/30/2023	406464
Paine Construction Inc.	7212 8th St.	Rio Linda	CA	B - General Building	7/31/2024	333880

Company	Address 1	City	State	Class	State License Expiration	State License No.
Pierson Company	1200 W. Harris St.	Eureka	CA	B - General Building	3/31/2024	265024
RCM Fire Protection, Inc.	350 Enterprise Pl	Tracy	CA	B - General Building	4/30/2023	793205
Sack Concrete Construction	1150 Hasting Road	Ukiah	CA	B - General Building	8/31/2023	625555
Solano County Roofing	4349 Cordelia Rd.	Fairfield	CA	B - General Building	7/31/2022	495355
Telstar Instruments	4017 Vista Park Court	Sacramento	CA	B - General Building	5/31/2022	422364
TerraCon Constructors, Inc.	P O BOX 276	Healdsburg	CA	B - General Building	11/30/2023	562511
Valley Paving	P O BOX 559; 2601 Road E	Redwood Valley	CA	B - General Building	7/31/2023	674411
Wahlund Construction, Inc.	P.O. Box 6486	Eureka	CA	B - General Building	9/30/2024	678993
West Coast Environmental	3181 Fitzgerald Road	Rancho Cordova	CA	B - General Building	2/29/2024	718733
Wright Contracting LLC	3020 Dutton Ave.	Santa Rosa	CA	B - General Building	4/30/2023	1025609
Building Exchanges						
Construction BidBoard, Inc.	11622 El Camino Real, Ste 100	San Diego	CA	Building Exchanges		
Dodge Data & Analytics	2860 S. State Hwy 161, Ste. 160 #501	Grand Prairie	TX	Building Exchanges		
Humboldt Builders Exchange	1213 5th Street	Eureka	CA	Building Exchanges		
North Coast Builders Exchange	1030 Apollo Way	Santa Rosa	CA	Building Exchanges		
Marin Builders Association	660 Las Gallinas Avenue	San Rafael	CA	Building Exchanges		
Placer County Contractors Association, Inc.	10656 Industrial Ave., Suite 160	Roseville	CA	Building Exchanges		
Bay Area Builders Exchange	3055 Alvarado Street	San Leandro	CA	Building Exchanges		
Builders Exchange of Stockton	4561 Quail Lake Dr., Ste B2	Stockton	CA	Building Exchanges		
Sacramento Regional Builders Exchange	5370 Elvas Ave.	Sacramento	CA	Building Exchanges		
The San Francisco Builders Exchange	850 South Van Ness Avenue	San Francisco	CA	Building Exchanges		
Shasta Builders Exchange	5800 Airport Road	Redding	CA	Building Exchanges		
Valley Contractors Exchange	951 E. Eighth Street	Chico	CA	Building Exchanges		
Class C-2 Insulation & Acoustical						
Alcal Specialty Contracting, Inc.	42950 Osgood Road	Fremont	CA	C-02 Insulation & Acoustical	11/30/2024	815286
Apperson Energy Management	6620 Central Ave	Ukiah	CA	C-02 Insulation & Acoustical	4/30/2023	1075371
Granite Construction Company	1324 S. State Street	Ukiah	CA	C-02 Insulation & Acoustical	5/31/2023	89
Solano County Roofing	4349 Cordelia Rd.	Fairfield	CA	C-02 Insulation & Acoustical	7/31/2022	495355
West Coast Environmental	3181 Fitzgerald Road	Rancho Cordova	CA	C-02 Insulation & Acoustical	2/29/2024	718733
Class C-4 Boiler, Hot Water Heating & Steam Fitting						
CBS Plumbing & Heating, Inc.	P.O. Box 2385	Santa Rosa	CA	C-04 Boiler, Hot Water Heating & Steam Fitting	3/31/2022	294171
Intercounty Mechanical & Electrical, Inc.	189 Wabash Avenue	Ukiah	CA	C-04 Boiler, Hot Water Heating & Steam Fitting	12/31/2024	926337
Roberts Mechanical & Electrical, Inc.	355 Kunzler Ranch Road, Ste. E	Ukiah	CA	C-04 Boiler, Hot Water Heating & Steam Fitting	2/28/2023	556014
Class C-5 Carpentry						
Pierson Company	1200 W. Harris St.	Eureka	CA	C-05 Carpentry	3/31/2024	265024
Class C-6 Cabinet & Mill Work						
Bridges Construction	5846 Live Oak Dr., Ste 2	Kelseyville	CA	C-06 Cabinet & Mill Work	9/30/2024	607223
Orland Cabinet Shop, Inc.	35 A Street	Orland	CA	C-06 Cabinet & Mill Work	6/30/2023	189381
Class C-7 Low Voltage Communication & Wiring Systems						
Gaynor Telesystems, Inc.	9650 Tanqueray Ct.	Redding	CA	C-07 Low Voltage Communication & Wiring Systems	8/31/2023	339907
KS Telecom, Inc.	P.O. Box 330	Penryn	CA	C-07 Low Voltage Communication & Wiring Systems	2/28/2023	790922
PCD	1032 Maxwell Drive	Santa Rosa	CA	C-07 Low Voltage Communication & Wiring Systems	4/30/2024	527657
TEC-COM Low Voltage Solutions, Inc.	2045 Live Oak Blvd	Yuba City	CA	C-07 Low Voltage Communication & Wiring Systems	6/30/2023	769824
Telecom Services Co.	710 South State Street Suite D	Ukiah	CA	C-07 Low Voltage Communication & Wiring Systems	1/31/2024	802970

Company	Address 1	City	State	Class	State License Expiration	State License No.
Telstar Instruments	4017 Vista Park Court	Sacramento	CA	C-07 Low Voltage Communication & Wiring Systems	5/31/2022	422364
Tri Path Technology Group	3075 Cohasset Rd., Ste 1	Chico	CA	C-07 Low Voltage Communication & Wiring Systems	7/31/2022	1016628
World Telecom & Surveillance, Inc.	1819 Keystone Court	Redding	CA	C-07 Low Voltage Communication & Wiring Systems	6/30/2024	793485
Class C-8 Concrete						
Ferranti Construction, Inc.	P O BOX 259	Redwood Valley	CA	C-08 Concrete	3/31/2023	385543
Ghilotti Construction	246 Ghilotti Avenue	Santa Rosa	CA	C-08 Concrete	5/31/2024	644515
Granite Construction Company	1324 S. State Street	Ukiah	CA	C-08 Concrete	5/31/2023	89
Pierson Company	1200 W. Harris St.	Eureka	CA	C-08 Concrete	3/31/2024	265024
Sack Concrete Construction	1150 Hasting Road	Ukiah	CA	C-08 Concrete	8/31/2023	625555
Class C-9 Drywall						
Pacific Drywall	P O BOX 503	Redwood Valley	CA	C-09 Drywall	2/29/2024	911180
West Coast Environmental	3181 Fitzgerald Road	Rancho Cordova	CA	C-09 Drywall	2/29/2024	718733
Class C-10 General Electrical						
Bartley Pump, Inc.	4000 South Moorland Avenue	Santa Rosa	CA	C10 General Electrical	12/31/2023	1033562
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	C10 General Electrical	1/31/2023	656741
Busch Construction & Electric	266 Terra Verde Court	Redwood Valley	CA	C10 General Electrical	5/31/2023	404336
Coastal Mountain Electric	14832 Lakeshore Dr.	Clearlake	CA	C10 General Electrical	3/31/2023	507105
BayWa R.E. Power Solutions, Inc.	1101 National Dr., Ste B	Sacramento	CA	C10 General Electrical	2/29/2024	990593
Fort Bragg Electric, Inc.	P O BOX 1878	Fort Bragg	CA	C10 General Electrical	7/31/2024	391464
Granite Construction Company	1324 S. State Street	Ukiah	CA	C10 General Electrical	5/31/2023	89
Intercounty Mechanical & Electrical, Inc.	189 Wabash Avenue	Ukiah	CA	C10 General Electrical	12/31/2024	926337
Joe Lunardi Electric, Inc.	5334 Sebastopol Rd.	Santa Rosa	CA	C10 General Electrical	3/31/2023	315543
KS Telecom, Inc.	P.O. Box 330	Penryn	CA	C10 General Electrical	2/28/2023	790922
Mike Brown Electric Company	561-A Mercantile Drive	Cotati	CA	C10 General Electrical	4/30/2024	306767
Northern Electric, Inc.	3190 Regional Parkway	Santa Rosa	CA	C10 General Electrical	3/31/2023	437655
PCD	1032 Maxwell Drive	Santa Rosa	CA	C10 General Electrical	4/30/2024	527657
Robert Colburn Electric, Inc.	P.O. Box 3667	Eureka	CA	C10 General Electrical	6/30/2024	750471
Roberts Mechanical & Electrical, Inc.	355 Kunzler Ranch Road, Ste. E	Ukiah	CA	C10 General Electrical	2/28/2023	556014
Spencer Electric	P O BOX 42	Cutten	CA	C10 General Electrical	6/30/2022	917603
Summit Signal, Inc.	260 Margie Drive	Willits	CA	C10 General Electrical	7/31/2024	842536
Telstar Instruments	4017 Vista Park Court	Sacramento	CA	C10 General Electrical	5/31/2022	422364
Wahlund Construction, Inc.	P.O. Box 6486	Eureka	CA	C10 General Electrical	9/30/2024	678993
Class C-11 Elevator Installation						
Arrow Lift of California	101 Sunnyside Ave., Ste. 101	Clovis	CA	C11 Elevator Installation	8/31/2022	995486
Class C-12 Earthwork & Paving						
A-T Wanzer Grading and Excavation, Inc.	690 Todd Road	Lakeport	CA	C12 Earthwork & Paving	7/31/2023	1056341
Pacific Earthscape (aka Ford Logging, Inc.)	1225 Central Ave. #11	McKinleyville	CA	C12 Earthwork & Paving	4/30/2023	793279
Ghilotti Construction	246 Ghilotti Avenue	Santa Rosa	CA	C12 Earthwork & Paving	5/31/2024	644515
Granite Construction Company	1324 S. State Street	Ukiah	CA	C12 Earthwork & Paving	5/31/2023	89
Class C-13 Fencing						
BayWa R.E. Power Solutions, Inc.	1101 National Dr., Ste B	Sacramento	CA	C13 Fencing	2/29/2024	990593
Paine Construction Inc.	7212 8th St.	Rio Linda	CA	C13 Fencing	7/31/2024	333880

Company	Address 1	City	State	Class	State License Expiration	State License No.
Class C-15 Flooring & Floor Covering						
Colusa Floor Covering	678 N Palora Ave.	Yuba City	CA	C15 Flooring & Floor Covering	5/31/2022	364608
JB Jordan & Associates	P O BOX 3629	Eureka	CA	C15 Flooring & Floor Covering	12/31/2022	955247
Paine Construction Inc.	7212 8th St.	Rio Linda	CA	C15 Flooring & Floor Covering	7/31/2024	333880
North Coast Floor & Tile	2510 Broadway	Eureka	CA	C15 Flooring & Floor Covering	5/31/2022	808031
Class C-16 Fire Protecting Contractor						
Bartley Pump, Inc.	4000 South Moorland Avenue	Santa Rosa	CA	C16 Fire Protecting Contractor	12/31/2023	1033562
CBS Plumbing & Heating, Inc.	P.O. Box 2385	Santa Rosa	CA	C16 Fire Protecting Contractor	3/31/2022	294171
GSE Construction Company, Inc.	3990 Yosemite Ave	Lathrop	CA	C16 Fire Protecting Contractor	3/31/2023	401498
RCM Fire Protection, Inc.	350 Enterprise Pl	Tracy	CA	C16 Fire Protecting Contractor	4/30/2023	793205
Wipf Construction	P O BOX 234	Ukiah	CA	C16 Fire Protecting Contractor	11/30/2023	629598
Class C-17 Glazing						
Alcal Specialty Contracting, Inc.	42950 Osgood Road	Fremont	CA	C17 Glazing	11/30/2024	815286
Apperson Energy Management	6620 Central Ave	Ukiah	CA	C17 Glazing	4/30/2023	1075371
BEST Contracting Services, Inc.	19027 S. Hamilton Ave.	Gardena	CA	C17 Glazing	5/31/2024	456263
Class C-20 Warm-Air Heating, Ventilating & Air-Conditioning						
CBS Plumbing & Heating, Inc.	P.O. Box 2385	Santa Rosa	CA	C20 Warm-Air Heating, Ventilating & Air-Conditioning	3/31/2022	294171
Intercounty Mechanical & Electrical, Inc.	189 Wabash Avenue	Ukiah	CA	C20 Warm-Air Heating, Ventilating & Air-Conditioning	12/31/2024	926337
JMS Mechanical, Inc.	538 Martin Avenue, Suite D	Rohnert Park	CA	C20 Warm-Air Heating, Ventilating & Air-Conditioning	8/31/2024	811562
Roberts Mechanical & Electrical, Inc.	355 Kunzler Ranch Road, Ste. E	Ukiah	CA	C20 Warm-Air Heating, Ventilating & Air-Conditioning	2/28/2023	556014
Class C-21 Building Moving & Wrecking						
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	C21 Building Moving & Wrecking	1/31/2023	656741
Coleman Environmental Engineering, Inc.	P O BOX 1020	Upper Lake	CA	C21 Building Moving & Wrecking	6/30/2022	764005
Ghilotti Construction	246 Ghilotti Avenue	Santa Rosa	CA	C21 Building Moving & Wrecking	5/31/2024	644515
Granite Construction Company	1324 S. State Street	Ukiah	CA	C21 Building Moving & Wrecking	5/31/2023	89
Integrity Construction Maintenance, Inc.	3531 Gravenstein Highway S	Sebastopol	CA	C21 Building Moving & Wrecking	9/30/2024	846187
West Coast Environmental	3181 Fitzgerald Road	Rancho Cordova	CA	C21 Building Moving & Wrecking	2/29/2024	718733
Class C-22 Asbestos Abatement						
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	C22 - ASBESTOS ABATEMENT	1/31/2023	656741
Wahlund Construction, Inc.	P.O. Box 6486	Eureka	CA	C22 - ASBESTOS ABATEMENT	9/30/2024	678993
West Coast Environmental	3181 Fitzgerald Road	Rancho Cordova	CA	C22 - ASBESTOS ABATEMENT	2/29/2024	718733
Class C-23 Ornamental Metals						
N/A						
Class C-27 Landscaping						
Granite Construction Company	1324 S. State Street	Ukiah	CA	C27 Landscaping	5/31/2023	89
Hanford Applied Resporation & Conservation	755 Baywood Drive, Ste. 380	Petaluma	CA	C27 Landscaping	2/29/2024	461167
Johnson's Custom Landscaping, Inc.	591 Riverside Drive	Ukiah	CA	C27 Landscaping	3/31/2023	748725
Quality Landscape Company	11821 Westside Potter Valley Road	Potter Valley	CA	C27 Landscaping	11/30/2022	548558
Sangiaco Landscape	3150 Guidiville Road	Ukiah	CA	C27 Landscaping	1/31/2023	367676
Class C-28 Lock & Security Equipment						
N/A						

Company	Address 1	City	State	Class	State License Expiration	State License No.
Class C-29 Masonry						
Granite Construction Company	1324 S. State Street	Ukiah	CA	C29 Masonry	5/31/2023	89
Class C-31 Construction Zone Traffic Control						
Granite Construction Company	1324 S. State Street	Ukiah	CA	C31 Construction Zone Traffic Control	5/31/2023	89
Live Oak Utility Infrastructure, LLC	3450 Broad St., #104	San Luis Obispo	CA	C31 Construction Zone Traffic Control	9/30/2023	1057965
Paulson Excavating, Inc.	P.O. Box 339	Albion	CA	C31 Construction Zone Traffic Control	7/31/2024	425362
Wipf Construction	P O BOX 234	Ukiah	CA	C31 Construction Zone Traffic Control	11/30/2023	629598
Class C-32 Parking & Highway Improvement						
American Asphalt Repair & Resurfacing Co., Inc.	24200 Clawiter Road	Hayward	CA	C32 Parking & Highway Improvement	5/31/2023	439591
Argonaut Constructors	P O Box 639	Santa Rosa	CA	C32 Parking & Highway Improvement	12/31/2023	171432
Pavement Coatings Co.	10240 San Sevaie Way	Jurupa Valley	CA	C32 Parking & Highway Improvement	9/30/2024	303609
Sierra Nevada Construction Inc.	P O BOX 50760	Sparks	NV	C32 Parking & Highway Improvement	5/31/2024	593393
Specialized Paevement Marking	19652 N. Hirsch Ct.	Anderson	CA	C32 Parking & Highway Improvement	4/30/2024	854894
Class C-33 Painting & Decorating						
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	C33 Painting & Decorating	1/31/2023	656741
Dunn Right Painting, Inc.	75 D Kunzler Ranch Road	Ukiah	CA	C33 Painting & Decorating	9/30/2023	691040
Integrity Construction Maintenance, Inc.	3531 Gravenstein Highway S	Sebastopol	CA	C33 Painting & Decorating	9/30/2024	846187
Paine Construction Inc.	7212 8th St.	Rio Linda	CA	C33 Painting & Decorating	7/31/2024	333880
Zayco Performance Coatings	4501 Robertson Ave.	Sacramento	CA	C33 Painting & Decorating		
Class C-34 Pipline						
Class C-35 Lathing and Plastering						
Alcal Specialty Contracting, Inc.	42950 Osgood Road	Fremont	CA	C35 Lathing and Plastering	11/30/2024	815286
Granite Construction Company	1324 S. State Street	Ukiah	CA	C35 Lathing and Plastering	5/31/2023	89
Class C-36 Plumbing						
Aquamakx Plumbing	P O BOX 761	Redwood Valley	CA	C36 Plumbing	5/31/2023	932392
CBS Plumbing & Heating, Inc.	P.O. Box 2385	Santa Rosa	CA	C36 Plumbing	3/31/2022	294171
Coleman Plumbing	P.O. Box 754	Redwood Valley	CA	C36 Plumbing	12/31/2023	989129
Fort Bragg Electric, Inc.	P O BOX 1878	Fort Bragg	CA	C36 Plumbing	7/31/2024	391464
GSE Construction Company, Inc.	3990 Yosemite Ave	Lathrop	CA	C36 Plumbing	3/31/2023	401498
Granite Construction Company	1324 S. State Street	Ukiah	CA	C36 Plumbing	5/31/2023	89
Intercounty Mechanical & Electrical, Inc.	189 Wabash Avenue	Ukiah	CA	C36 Plumbing	12/31/2024	926337
R G Plumbing Group, Inc.	461 Todd Road	Santa Rosa	CA	C36 Plumbing	2/29/2024	802006
Roberts Mechanical & Electrical, Inc.	355 Kunzler Ranch Road, Ste. E	Ukiah	CA	C36 Plumbing	2/28/2023	556014
Weeks Drilling and Pump Co.	6100 Highway 12	Sebastopol	CA	C36 Plumbing	9/30/2024	177681
Class C-38 Refrigeration						
Intercounty Mechanical & Electrical, Inc.	189 Wabash Avenue	Ukiah	CA	C38 Refrigeration	12/31/2024	926337
Class C-39 Roofing						
Alcal Specialty Contracting, Inc.	42950 Osgood Road	Fremont	CA	C39 Roofing	11/30/2024	815286
B. A. S. Roofing	425 Pomo Drive	Ukiah	CA	C39 Roofing	1/31/2023	927007
BEST Contracting Services, Inc.	19027 S. Hamilton Ave.	Gardena	CA	C39 Roofing	5/31/2024	456263
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	C39 Roofing	1/31/2023	656741
Foam Experts Roofing, Inc.	1107 S. Wilbur St.	Mesa	CA	C39 Roofing	11/30/2022	501167
Granite Construction Company	1324 S. State Street	Ukiah	CA	C39 Roofing	5/31/2023	89

Company	Address 1	City	State	Class	State License Expiration	State License No.
Harbert Roofing, Inc.	19799 Hirsch Ct.	Anderson	CA	C39 Roofing	10/31/2022	696974
Lucerne Roofing	74 Soda Bay Rd	Lakeport	CA	C39 Roofing	4/30/2024	388686
Solano County Roofing	4349 Cordelia Rd.	Fairfield	CA	C39 Roofing	7/31/2022	495355
Class C-42 Sanitation Systems						
Ghilotti Construction	246 Ghilotti Avenue	Santa Rosa	CA	C42 Sanitation Systems	5/31/2024	644515
Granite Construction Company	1324 S. State Street	Ukiah	CA	C42 Sanitation Systems	5/31/2023	89
Class C-43 Sheet Metal						
BEST Contracting Services, Inc.	19027 S. Hamilton Ave.	Gardena	CA	C43 Sheet Metal	5/31/2024	456263
CBS Plumbing & Heating, Inc.	P.O. Box 2385	Santa Rosa	CA	C43 Sheet Metal	3/31/2022	294171
JMS Mechanical, Inc.	539 Martin Avenue, Suite D	Rohnert Park	CA	C43 Sheet Metal	8/31/2024	811562
Solano County Roofing	4349 Cordelia Rd.	Fairfield	CA	C43 Sheet Metal	7/31/2022	495355
Class C-45 Electrical Signs						
Granite Construction Company	1324 S. State Street	Ukiah	CA	C45 Electrical Signs	5/31/2023	89
Class C-46 Solar						
BayWa R.E. Power Solutions, Inc.	1101 National Dr., Ste B	Sacramento	CA	C46 Solar	2/29/2024	990593
Class C-50 Steel Reinforcing						
Granite Construction Company	1324 S. State Street	Ukiah	CA	C50 Steel Reinforcing	5/31/2023	89
Class C-51 Structural Steel Contractor						
Granite Construction Company	1324 S. State Street	Ukiah	CA	C51 Structural Steel Contractor	5/31/2023	89
Class C-53 Swimming Pool						
N/A						
Class C-54 Ceramic & Mosaic Tile						
Colusa Floor Covering	678 N Palora Ave.	Yuba City	CA	C54 Ceramic & Mosaic Tile	5/31/2022	364608
North Coast Floor & Tile	2510 Broadway	Eureka	CA	C54 Ceramic & Mosaic Tile	5/31/2022	808031
Class C-55 Water Conditioning						
N/A						
Class C-57 Water Well Drilling						
Bartley Pump, Inc.	4000 South Moorland Avenue	Santa Rosa	CA	C57 Water Well Drilling	12/31/2023	1033562
Commercial Pump & Mechanical	P O BOX 7947	Chico	CA	C57 Water Well Drilling	3/31/2023	921066
Granite Construction Company	1324 S. State Street	Ukiah	CA	C57 Water Well Drilling	5/31/2023	89
Nor-Cal Pump & Well Drilling, Inc.	1325 Barry Road	Yuba City	CA	C57 Water Well Drilling	1/31/2022	908591
Weeks Drilling and Pump Co.	6100 Highway 12	Sebastopol	CA	C57 Water Well Drilling	9/30/2024	177681
Class D-06 Concrete Related Services						
Spencer Electric	P O BOX 42	Cutten	CA	D06 - Concrete Related Services	6/30/2022	917603
Class D-09 Drilling, Blasting and Oil Field Work						
Nor-Cal Pump & Well Drilling, Inc.	1325 Barry Road	Yuba City	CA	D09 Drilling, Blasting and Oil Field Work	1/31/2022	908591
Class D-10 Elevated Floors						
N/A						
Class D-12 Synthetic Products						
Flexground Surfaces, Inc.	2029 Opportunity Drive Ste 3	Roseville	CA	C61 / D12 Synthetic Products	5/31/2023	1003439
Class D-21 Machinery & Pumps						
Alcal Specialty Contracting, Inc.	42950 Osgood Road	Fremont	CA	C61 / D21 Machinery & Pumps	11/30/2024	815286
Commercial Pump & Mechanical	P O BOX 7947	Chico	CA	C61 / D21 Machinery & Pumps	3/31/2023	921066
GSE Construction Company, Inc.	3990 Yosemite Ave	Lathrop	CA	C61 / D21 Machinery & Pumps	3/31/2023	401498
Nor-Cal Pump & Well Drilling, Inc.	1325 Barry Road	Yuba City	CA	C61 / D21 Machinery & Pumps	1/31/2022	908591

Company	Address 1	City	State	Class	State License Expiration	State License No.
Weeks Drilling and Pump Co.	6100 Highway 12	Sebastopol	CA	C61 / D21 Machinery & Pumps	9/30/2024	177681
Class D-23 Medical Gas Systems						
N/A						
Class D-24 Metal Products						
N/A						
Class D-28 Doors, Gates & Activating Devices						
N/A						
Class D-31 Pole Installation & Maintenance						
N/A						
Class D-34 Prefabricated Equipment						
Alcal Specialty Contracting, Inc.	42950 Osgood Road	Fremont	CA	C61 / D-34 Prefabricated Equipment	11/30/2024	815286
Flexground Surfaces, Inc.	2029 Opportunity Drive Ste 3	Roseville	CA	C61 / D-34 Prefabricated Equipment	5/31/2023	1003439
Class D-35 Pool and Spa Maintenance						
N/A						
Class D-38 Sand & Water Blasting						
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	D38 Sand & Water Blasting	1/31/2023	656741
Integrity Construction Maintenance, Inc.	3531 Gravenstein Highway S	Sebastopol	CA	D38 Sand & Water Blasting	9/30/2024	846187
Class D-39 Scaffolding						
N/A						
Class D-40 Srvc Stn Equip & Maint						
N/A						
Class D-41 Siding and Decking						
N/A						
Class D-42 Sign Installation						
Live Oak Utility Infrastructure, LLC	3450 Broad St., #104	San Luis Obispo	CA	D42 Non-Electrical Sign Installation	9/30/2023	1057965
Class D-49 Tree Service						
A-1 Tree Service & Stump Removal	P.O. Box 493512 Hartnell Ave.	Redding	CA	D49 Tree Service	1/31/2024	1020617
Family Tree Resource, Inc.	1155 S Main St., Ste 102	Willits	CA	D49 Tree Service	1/31/2023	1048457
Family Tree Service, Inc.	P O BOX 1325	Laytonville	CA	D49 Tree Service	2/29/2024	640013
Image Tree Service, Inc.	564 Caletti Ave.	Windsor	CA	D49 Tree Service	7/31/2023	719689
Johnson's Quality Tree Care & Logging	2700 Boonville Rd.	Ukiah	CA	D49 Tree Service	7/31/2024	698591
Wylatti Resource Management, Inc.	P O BOX 575 Cemetary Lane	Covelo	CA	D49 Tree Service	6/30/2023	934597
Class D-52 Window Covering						
Class D-64 Non Specialized						
N/A						
HAZ Hazardous Substance Removal Certification						
Argonaut Constructors	P O Box 639	Santa Rosa	CA	HAZ Hazardous Substance Removal Certification	12/31/2023	171432
Bowen Engineering and Environmental	4664 S. Cedar Avenue	Fresno	CA	HAZ Hazardous Substance Removal Certification	1/31/2023	656741
Coleman Environmental Engineering, Inc.	P O BOX 1020	Upper Lake	CA	HAZ Hazardous Substance Removal Certification	6/30/2022	764005
EBA Engineering	825 Sonoma Ave., Ste. C	Santa Rosa	CA	HAZ Hazardous Substance Removal Certification	1/31/2023	662725
Fort Bragg Electric, Inc.	P O BOX 1878	Fort Bragg	CA	HAZ Hazardous Substance Removal Certification	7/31/2024	391464
GSE Construction Company, Inc.	3990 Yosemite Ave	Lathrop	CA	HAZ Hazardous Substance Removal Certification	3/31/2023	401498
Ghilotti Construction	246 Ghilotti Avenue	Santa Rosa	CA	HAZ Hazardous Substance Removal Certification	5/31/2024	644515

Company	Address 1	City	State	Class	State License Expiration	State License No.
Granite Construction Company	1324 S. State Street	Ukiah	CA	HAZ Hazardous Substance Removal Certification	5/31/2023	89
Paulson Excavating, Inc.	P.O. Box 339	Albion	CA	HAZ Hazardous Substance Removal Certification	7/31/2024	425362
Oak Grove Construction	431 Payran Street, Ste. 101	Petaluma	CA	HAZ Hazardous Substance Removal Certification	6/30/2023	406464
Siri Grading & Paving, Inc.	P O BOX 3638	Santa Rosa	CA	HAZ Hazardous Substance Removal Certification	1/31/2024	325681
Team Ghilotti, Inc.	2531 Petaluma Blvd., So.	Petaluma	CA	HAZ Hazardous Substance Removal Certification	4/30/2023	895384
TerraCon Constructors, Inc.	P O BOX 276	Healdsburg	CA	HAZ Hazardous Substance Removal Certification	11/30/2023	562511
Wahlund Construction, Inc.	P.O. Box 6486	Eureka	CA	HAZ Hazardous Substance Removal Certification	9/30/2024	678993
West Coast Environmental	3181 Fitzgerald Road	Rancho Cordova	CA	HAZ Hazardous Substance Removal Certification	2/29/2024	718733
HIC Home Improvement Certification						
N/A						



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution of the City Council Reconsidering the Circumstances of the State of Emergency and Implementing Teleconferencing Requirements for City Council and Board and Commission Meetings During a Proclaimed State of Emergency Due to the COVID-19 Pandemic.

DEPARTMENT: City Attorney

PREPARED BY: Darcy Vaughn, Assistant City Attorney

PRESENTER: Consent Calendar

ATTACHMENTS:

1. AB 361 Findings Reconsideration for All Legislative Bodies

Summary: The City Council will consider adopting a resolution reconsidering the circumstances of the state of emergency and implementing teleconferencing requirements for public meetings of the Council and all City Commissions and Boards during the current state of emergency due to the COVID-19 pandemic.

Background: The City Council is being asked to consider adopting a resolution authorizing continued remote meetings of the Council and its subordinate legislative bodies due to the imminent risk to the health and safety of attendees due to possible transmission of COVID-19 and the recent spread of variants. The current County health orders strongly recommends masking in all indoor facilities due to health and safety concerns. COVID-19 is highly transmissible in indoor settings and requires multi-component prevention strategies to reduce its spread. The California Department of Public Health is currently investigating the length of vaccine protection. The Center for Disease Control and Prevention recommends avoiding indoor spaces that do not offer fresh air from the outdoors as much as possible. Returning to meeting in the Council Chambers or smaller conference rooms means being in an enclosed space for meetings that commonly last for one to five hours and would seem to create additional exposure for participants to a possible transmission of the virus.

The Ralph M. Brown Act ("Brown Act") requires that all meetings of a legislative body of a local agency be open and public and that any person may attend and participate in such meetings. The Brown Act allows for legislative bodies to hold meetings by teleconference, but imposes specific requirements for doing so, including allowing public access to that location. On March 17, 2020, in order to address the need for public meetings during the COVID-19 pandemic, Governor Newsom issued Executive Order No. N-29-20, temporarily suspending the Brown Act's teleconferencing requirements, Executive Order No. N-8-2 then continued the suspension of the Brown Act's teleconferencing requirements from June 11, 2021 through September 30, 2021. These Executive Orders allowed legislative bodies to meet virtually as long as certain notice and accessibility requirements were met.

The State Legislature amended the Brown Act through Assembly Bill No. 361 ("AB 361") on September 16, 2021. As with the Executive Orders, AB 361 requires that certain notice and accessibility requirements continue to be met for holding virtual public meetings. In addition, AB 361 states that a local agency may use teleconferencing without complying with the regular teleconferencing requirements of the Brown Act, where the legislative body holds a meeting during a proclaimed state of emergency and makes certain findings; and requires that the legislative body make additional findings every 30 days in order to continue such teleconferencing.

As such, Staff recommends that the Council reconsider the circumstances of the state of emergency, and make findings regarding the state of emergency by adopting the Resolution Implementing Teleconferencing

Requirements for City Council and Board and Commission Meetings During a Proclaimed State of Emergency Due to the COVID-19 Pandemic ("Resolution") attached here as Attachment 1.

Discussion: AB 361, codified in part in Government Code § 54953, allows a local agency legislative body to hold a public meeting utilizing teleconferencing without giving public access to a teleconference location but allowing public comment virtually if the Governor has proclaimed a State of Emergency and any of the following circumstances also apply:

1. State or local officials have imposed or recommended measures to promote social distancing.
2. The meeting is being held for the purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body has determined that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

As amended by AB 361, Government Code § 54953(e)(3) requires cities that are conducting public meetings via teleconferencing during a declared State of Emergency to make findings, within 30 days of the first virtual meeting after AB361 going into effect, and every 30 days thereafter, that the legislative body has reconsidered the circumstances of the state of emergency and either 1) the emergency continues to impact the ability to meet safely in person, and/or 2) State or local officials continue to impose or recommend social distancing.

Council adopted these findings at their December 7, 2022 meeting. The Council must now adopt, via this Resolution (Attachment 1), the findings that confirm the circumstances of the state of emergency and justify holding public meetings of the Council and all subordinate commissions, boards, and committees utilizing teleconferencing and allowing public comment virtually, pursuant to Government Code § 54953(e)(3).

Given recent modifications to the health order, Staff is currently utilizing and fine-tuning a hybrid meeting option that allows for in-person and remote participation in an effort to accommodate all needs and choices. Staff will be working with the Mayor to coordinate continued implementation.

Recommended Action: Adopt a Resolution of the City Council Reconsidering the Circumstances of the State of Emergency and Implementing Teleconferencing Requirements for City Council and Board and Commission Meetings during a Proclaimed State of Emergency Due to the COVID-19 Pandemic.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: City Clerk

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

Approved:


Sage Sangiacomo, City Manager

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH IMPLEMENTING TELECONFERENCING REQUIREMENTS FOR CITY COUNCIL AND BOARD AND COMMISSION MEETINGS DURING A PROCLAIMED STATE OF EMERGENCY DUE TO THE COVID-19 PANDEMIC

WHEREAS:

1. The City of Ukiah is committed to preserving and nurturing public access and participation in meetings of the City Council and its Boards and Commissions; and
2. All meetings of City's legislative bodies are open and public, as required by the Ralph M. Brown Act, so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business;
3. The Brown Act allows for legislative bodies to hold meetings by teleconference, but imposes specific requirements for doing so; and
4. On March 17, 2020, in order to address the need for public meetings during the present public health emergency, i.e. the COVID-19 Pandemic, Governor Newsom issued Executive Order No. N-29-20, suspending the Act's teleconferencing requirements; and
5. On June 11, 2021, Governor Newsom issued Executive Order No. N-8-21, continuing the suspension of the Brown Act's teleconferencing requirements through September 30, 2021; and
6. The State Legislature amended the Brown Act through Assembly Bill No. 361 (AB 361) on September 16, 2021; and
7. AB 361, codified in part at Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and
8. Such conditions now exist in the City, specifically, the Governor has proclaimed a state of emergency exists for the state of California due to the conditions caused by the COVID-19 pandemic and the impact on the health and safety of its residents; and
9. The Omicron subvariants are highly transmissible in indoor spaces, the California Department of Public Health is currently investigating how long vaccine protection lasts, and the Center for Disease Control and Prevention recommends avoiding indoor spaces that do not offer fresh air from the outdoors;
10. Current County health orders recommend measures to promote social distancing due to health and safety concerns; and

11. In accordance with Assembly Bill 361, the City Council does hereby find that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees and the Council desires to authorize continued remote teleconferenced meetings of its legislative bodies; and
12. As a consequence of the local emergency, the City Council does hereby find that the legislative bodies of the City shall conduct their meetings without compliance with Government Code § 54953(b)(3), as authorized by § 54953(e), and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in § 54953(e)(2); and
13. The City has taken measures to conduct public meetings via virtual tools that allow members of its legislative bodies and members of the public to join and participate in meetings remotely and provide public testimony in the virtual environment and via teleconference.

NOW, THEREFORE, the City Council for the City of Ukiah hereby finds, determines, declares, orders, and resolves as follows:

1. That the foregoing recitals are true and correct and incorporates them by this reference; and
2. The Governor of the State of California issued a Proclamation of State of Emergency, which remains in effect; and
3. County of Mendocino officials have recommended measures to promote social distancing; and
4. Meeting in person would present imminent risk to the health or safety of attendees; and
5. The City Council of the City of Ukiah has reconsidered the circumstances of the State of Emergency, and finds that:
 - a. The factors triggering the State of Emergency continue to directly impact the ability of the members of the legislative bodies of the City of Ukiah, their staff, and members of the public to meet safely in person; and
 - b. State and County officials continue to impose or recommend measures to promote social distancing.
6. The City Manager or his designee and the legislative bodies of the City of Ukiah are authorized to take all steps and perform all actions necessary to execute and implement this Resolution in compliance with Government Code § 54953; and
7. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) February 10, 2023, or (ii) such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with paragraph (3) of subdivision (b) of § 54953(b)(3).

PASSED AND ADOPTED this 11th day of January, 2023, by the following roll call vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

Mari Rodin, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of Contract Amendment with GHD Inc. for Additional Design Support for the Great Redwood Trail Phase 4 Project in the Amount of \$61,958.00.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Tim Eriksen, Director of Public Works

ATTACHMENTS:

1. Original ASR
2. Amendment 1
3. Amendment 2

Summary: Council will consider approving a contract amendment with GHD Inc. for additional design support for the Great Redwood Trail Phase 4.

Background: The City of Ukiah has been awarded a California Natural Resources Agency grant through the Urban Greening Program for the design and construction of Phase 4 of the Great Redwood Trail. At the September 15, 2021 meeting, Council awarded a professional services agreement to GHD Inc for the plans, specifications, and estimate this project (Attachment 1). As design continued, an amendment was needed for additional engineering and permitting services related to environmental conditions surrounding parts of the trail (Attachment 2).

Discussion: During the development of the plans for this project, GHD and City Staff determined the need to keep the trail parallel to the existing railroad tracks due to the California Utilities Commission's (CUC) indecision on approving rail banking at this time. Some of the design elements required from shifting the trail to the east of the tracks include earthwork, abutments and retaining walls. Additional environmental work and permitting is needed as well for reinstated permitting processes from the Federal Government, tree impacts, wetland mitigation and landscape redesign.

The total fee for these services is \$61,958.00, which brings GHD Inc.'s total design cost to \$424,267.00. It is anticipated that these additional expenses (Attachment 3) will still fall within the funding provided by Natural Resources Agency grant.

Recommended Action: Approve contract amendment with GHD Inc. for the additional design support for the Great Redwood Trail Project Phase 4 in the amount of \$61,958.00.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: 51124210.80230.18253: \$3,559,550.01

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 2122-118

COORDINATED WITH: Tim Eriksen, Director of Public Works and Andrew Stricklin, Associate Engineer

DIVERSITY-EQUITY INITIATIVES (DEI): **Goal 4** – Identify and actively engage underrepresented communities in which to retain, expand, develop, and implement programs.

CLIMATE INITIATIVES (CI): 2b – Encourage active transportation as a viable alternative to automobiles. **2d** – Continue to expand the Great Redwood Trail – Ukiah. **4a** – Implement nature-based climate solutions.

Approved:


Sage Sangiacomo, City Manager

Agenda Item No: 13.a.

MEETING DATE/TIME: 9/15/2021

ITEM NO: 2021-1043



AGENDA SUMMARY REPORT

SUBJECT: Award Professional Services Agreement to GHD Inc. in the Amount of \$312,491 to Prepare the Plans, Specifications, and Estimate for the Great Redwood Trail Phase 4 Project.

DEPARTMENT: Public Works

PREPARED BY: Andrew Stricklin, Associate Engineer

PRESENTER: Tim Eriksen, Director of Public Works / City Engineer

ATTACHMENTS:

1. Great Redwood Trail Phase 4 Proposal_GHD - Council

Summary: The City Council will consider awarding a professional services agreement to GHD Inc. for preparation of plans, specifications, and estimate for the Great Redwood Trail Phase 4 Project.

Background: This work involves the completion of the design and preparation of the plans, specification, and estimate for the Great Redwood Trail Phase 4 (GRT4) project. The GRT4 will extend the existing rail trail phase 2 from Commerce Drive south approximately 1.9 miles past Plant Road near the City's wastewater treatment plant. The new phase will provide connectivity from the Redwood Business Park to the Ukiah Animal Shelter, Plant Road. Staff obtained the same California Natural Resources Agency grant through the Urban Greening Program that provided funding to phase 3 of the trail. This funding will provide for both design and construction of this project.

Discussion: Staff issued a request for proposals (RFP) and sent it to six prospective consultants. In response to the City's RFP, one consulting firm, GHD, submitted a proposal with a separate fee proposal (Attachment 1). The City's consultant selection committee reviewed the proposal and found it to be very thorough in its response to the RFP. GHD has extensive knowledge of the project and has designed phases 1-3 of this trail project. The proposed fee of \$312,491 is consistent with staff's estimate for providing services and within the grant budget for the design. Staff found the fee to be commensurate with the scope of work. Urban Greening Grant funding for this project will be provided to the City on a reimbursement basis. Staff recommends approval of a professional services agreement for this work.

Recommended Action: Award Professional Services Agreement to GHD Inc. in the Amount of \$312,491 to Prepare the Plans, Specifications, and Estimate for the Great Redwood Trail Phase 4 Project.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 51124210.80230.18253 \$347,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Urban Greening Program Grant

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Tim Eriksen, Director of Public Works / City Engineer

Approved: 
Sage Sangiacomo, City Manager

Agenda Item No: 7.a.MEETING DATE/TIME: 3/2/2022ITEM NO: 2022-1419

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Approval of Contract Amendment with GHD Inc. for the Additional Support in Environmental Studies and Permitting for the Great Redwood Trail Phase 4 Project.

DEPARTMENT: Public Works**PREPARED BY:** Andrew Stricklin, Associate Engineer**PRESENTER:** Tim Eriksen, Director of Public Works / City Engineer**ATTACHMENTS:**

1. GHD - GRT4_Amendment 1_Environmental Services

Summary: The City Council will consider giving approval of a contract amendment with GHD Inc. for the additional support in environmental studies and permitting for the Great Redwood Trail Phase 4 Project, and consider approving a corresponding budget amendment.

Background: At the September 15, 2021 meeting, Council awarded a professional services agreement to GHD, Inc. in the amount of \$312,491 to prepare the plans, specifications and estimate for the Great Redwood Trail Phase 4 Project (GRT4). This project will extend the existing rail trail phase 2 from Commerce Drive south approximately 1.9 miles past Plant Road near the City's wastewater treatment plant. The new phase will provide connectivity from the Redwood Business Park to the Ukiah Animal Shelter at Plant Road. Staff obtained the same California Natural Resources Agency grant through the Urban Greening Program that provided funding for phase 3 of the trail. This funding is providing for both design and construction of this project.

Discussion: After starting the development of plans for this project, GHD and City staff determined the need to keep the trail parallel to the railroad tracks at this time, which will likely require support in getting permits from the California Department of Fish and Wildlife, Regional Water Quality Control Board, and United States Army Corp of Engineers before construction. The scope of work will include preparation of field work and technical studies to determine potential habitat and aquatic features, necessary permit applications, and subsequent coordination with the regulatory agencies. The total fee for these additional professional services is \$49,818. (Attachment 1) A budget amendment will be necessary to cover this additional work.

Recommended Action: Approve contract amendment with GHD Inc. for the additional support in environmental studies and permitting for the Great Redwood Trail Phase 4 Project, and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: No**CURRENT BUDGET AMOUNT:** 51124210.80230.18253 \$3,098,921**PROPOSED BUDGET AMOUNT:** N/A**FINANCING SOURCE:** Urban Greening Program Grant**PREVIOUS CONTRACT/PURCHASE ORDER NO.:** Contract 2122118**COORDINATED WITH:** Tim Eriksen, Director of Public Works / City Engineer

Approved: 
Sage Sangiacomo, City Manager

CC Approved 3/2/22
 PO/Agreement No. 2122-118-A1
 Resolution No. _____
 Ordinance No. _____
 Other _____
 *Please write Agreement No. in upper right corner of agreement when drafted. ~Thank you ☺



City of Ukiah Ref: COU No. 2122118
Our ref: 12557341

November 7, 2022

Tim Eriksen
Public Works Director / City Engineer
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

RE: Great Redwood Trail Phase 4: Amendment No. 2 for Additional Design and Environmental Services

Dear Mr. Eriksen:

This letter proposal is submitted based on our additional efforts to complete the project and address changes to the design which resulted from the alignment of the trail shifting from being located along the centerline of the tracks as originally proposed to being offset to the east of the tracks. The decision to shift the alignment to the east side of the tracks was based on the City's concern should railbanking not be approved by the California Utilities Commission (CUC).

The result of shifting the trail to the east of the tracks introduced a number of additional design and environmental requirements. These issues are generally related to grading, drainage, structural, tree removal and wetlands. These issues are interwoven with the environmental and resource agency permitting. Addressing environmental and resource agency permitting was added to the project by Amendment No. 1, but coordination efforts and requirements from the resource agencies have been greater than anticipated.

Below is a summary of the tasks and efforts we have that are in addition to the original approach, scope of work and the amendment for environmental and permitting:

1. Bridge and Abutment Designs: The Scope of Work assumed the existing bridges and foundations could be reused with minor modifications for the trail, such as replacing the decks.
 - Shifting the trail to the east of the tracks meant designing two new bridges, including efforts to coordinate the bridge foundations and related grading with existing nearby utilities.
2. Retaining Wall Designs: The Scope of Work assumed no new retaining walls would be required since the alignment was to be on the track alignment.
 - Shifting the trail to the east of the tracks meant designing cast-in-place concrete and mechanically stabilized earth (MSE) retaining walls as part of the trail cut/fill grading.
3. Parking Lot Design at the Animal Shelter. Design "off-site improvements" would not have been needed if the trail alignment was along the rail alignment.
 - Shifting the trail to the east of the tracks impacted the parking lot at the animal shelter on Plant Road. The design includes demolition of the existing parking lot, and new paving and parking layout to accommodate the trail to the east of the tracks.
4. Impact analysis for moving the trail back on the rail
 - We did an analysis and cost estimate for this scenario, but it was abandoned and we returned to the current alignment
5. Earthwork and Grading Design: Design of grading, cuts and fills was expected to be minimal with the trail alignment along the tracks. Some minor fill was expected to address the proposed width of the trail and shoulders.
 - Shifting the trail east of the tracks resulted in significant additional design efforts related to grading, trail profile, trail alignment, and earth retaining systems (previously summarized). This effort included:
 - Design of trail alignment offset from track centerline.
 - Design of new cuts and fills for a smooth trail profile.

- Designing to minimize/balance the earthwork (cuts and fills).
 - Designing to avoid mapped wetlands (to the extent possible/practical)
6. Additional Environmental and Permitting:
 - Amendment 1 assumed no field review meetings with resource agencies would be needed. We attempted to consolidate these to one site visit for both RWQCB and CDFW, but it didn't work with the agencies' schedules. To date we have coordinated and attended two field meetings for wetlands with the RWQCB and CDFW. Additional coordination efforts and confirmation of mitigation is still expected. It's possible that USACE may also ask for a site visit.
 - In February 2022, when Amendment 1 for environmental support was submitted to the City, a federal district court had in the fall of 2021 rescinded the Trump-era Pre-filing Rule for Water Quality Certifications with the Regional Board. In April 2022, after the Amendment was approved, the Supreme Court struck down the District Courts ruling thus re-instating the Pre-filing Rule. GHD's scope of work did not include support for the Pre-filing process which we are currently navigating with the RWQCB.
 7. Wetland Mitigation Design: Wetlands will be impacted by the trail alignment east of the tracks, and design of wetland mitigation measures was not included in the original Scope of Work or Amendment 1.
 - We assumed mitigation in the form of enhancement and restoration would suffice. While proposed enhancement and restoration has been deemed acceptable for the fill impacts to Waters, the RWQCB has requested creation of new wetland areas for the impacts to existing wetlands.
 - GHD prepared wetland mitigation design along the west side of the rail, including new wetland grading, detailing, specifying seed mix, etc.
 - The culvert extensions have triggered more detailed permit review by the CDFW, resulting in more coordination and design efforts.
 8. Tree Impacts: Few to no impacts to existing trees were expected when the trail was on the rail alignment.
 - Moving the trail alignment east of the tracks required that additional detailing in accounting of tree impacts and protection measures and reflecting them on the plans.
 9. Base and Alternate Bids: Development of base and additive/deductive bid alternates was not included in the Scope of Work. Shifting the trail alignment east of the tracks has increased the cost of the project.
 - The City requested GHD formulate the bid to specify a base bid from Commerce Drive south to Norgard Lane, and an additive bid alternate from Norgard Lane south to Plant Road. The segment of trail south of Plant Road was removed from the project due to cost. This effort included creating a base and additive bid alternate schedule and adding notes and callouts to the plans to indicate the limit of base and alternate bid item work.
 10. Landscape Redesign: Alta Planning + Design needed to redesign areas of landscaping to address waters mitigation requirements that were discovered after the jurisdictional delineation effort associated with Amendment 1. Planting locations and species choices had to be adjusted to balance both the needs of the grant as well as waters enhancement mitigation.
 11. Revise Permit Applications: The initial draft applications included the original 1.9-mile trail segment. This was later revised after the portion of the project south of Plant Road was removed. GHD went back through the applications to remove references to that portion of the proposed trail south of Plant Road.

The design is essentially complete, pending any comments from the City. Work remaining to finalize the bid package includes additional resource agency coordination and permitting, bridge and culvert hydraulic analysis and finalizing the design, finalizing the base and alternate bid items, and finalizing the technical specifications, bid schedules and bid package. Per City direction, this amendment request does not include the additional hydraulics analysis required for the bridge design due to the 100-yr floodplain. If the bid alternate is awarded to the Contractor GHD will need additional approval from the City to proceed with the hydraulic analysis prior to construction.

FEE ESTIMATE

The Amendment 2 budget is attached, which covers our current budget overrun of approximately \$52,000, and finalize the design for bidding. GHD proposes a time-and-materials fee not to exceed \$61,958 without written authorization from the City. See attachment for breakdown of the estimated fee. We appreciate the City's consideration of this proposal and are very motivated to complete the design so the City can prepare the project for bid advertisement. Please don't hesitate to contact me if you have any questions.

Sincerely,
GHD Inc.



Erik Fanselau, PE
Project Manager

Cc: Kristine Gaspar, Matt Kennedy, PE, Principal
Attachment: Fee Estimate

Attachments:

1. GHD Amendment 2 Fee Proposal



GHD - PROJECT FEE ESTIMATING SHEET

Project Name:

Great Redwood Trail Phase 4: Amendment 2

Client: City of Ukiah

Prepared by:

Matt Kennedy

Date: November 7, 2022

Job Number:

12557341

		LABOR COSTS												FEE COMPUTATION			
	LABOR CATEGORY > RATE >	Proj. Prncpl \$315 /Hr	Proj. Mngr. \$235 /Hr	Civil Eng. \$195 /Hr	H/H Eng. \$195 /Hr	Struct. Eng. \$190 /Hr	PW Field Survey \$225 /Hr	Surveyor \$195 /Hr	Env Scientist \$235 /Hr	Staff Env \$158 /Hr	CAD Designer \$195 /Hr	WP \$135 /Hr	PA \$135 /Hr	TOTAL HOURS	*OTHER DIRECT COSTS	Sub- con- sultant(s)	TOTAL FEE
AMENDMENT 2 TASKS																	
1. Bridge and Abutment Design		1		4		50					8			63	\$409.50		\$12,564.50
2. Retaining Wall Design		1		4		50					8			63	\$409.50		\$12,564.50
3. Parking Lot Design				6							16			22	\$143.00		\$4,433.00
4. Impact Analysis - Trail Alignment Shift			2	4										6	\$39.00		\$1,289.00
5. Earthwork and Grading Design		1		20							20			41	\$266.50		\$8,381.50
6. Additional Environmental & Permitting									32	32				64	\$416.00		\$12,992.00
7. Wetland Mitigation Design				8					2		6			16	\$104.00		\$3,304.00
8. Tree Impacts				2					2		2			6	\$39.00		\$1,289.00
9. Bid Alternate		1	2	2							1			6	\$39.00		\$1,409.00
10. Landscape Redsign									4					4	\$26.00		\$966.00
11. Revise Permit Applications									6	8				14	\$91.00		\$2,765.00
SUBTOTAL AMENDMENT 2 TASKS		4	4	50	0	100	0	0	46	40	61	0	0	305	\$1,982.50	\$0.00	\$61,957.50
PROJECT TOTALS		4	4	50	0	100	0	0	46	40	61	0	0	305	\$1,982.50	\$0.00	\$61,957.50

*OTHER DIRECT COSTS include printing, photocopies, shipping, vehicle mileage and other miscellaneous direct expenses.



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Adoption of Resolution Reappointing Members to the Diversity and Equity Standing Committee.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Kristine Lawler, City Clerk

ATTACHMENTS:

1. CC Reso 2020-59 - Establishing Equity and Diversity Standing Committee
2. Proposed Resolution

Summary: Council will review and consider adopting a resolution reappointing Denise Gorny, Darren Jackson, Les Marston, Xochilt Morales de Martinez, Zhao Qiu, Susan Stern, and Troyle Tognoli to an additional two (2) year term on the City of Ukiah Diversity and Equity Committee.

Background: On October 7, 2020, the City Council adopted Resolution 2020-59 to establish an eleven (11) member Diversity and Equity Standing Committee and set forth the procedure for filling vacancies (Attachment 1). The structure of the standing committee is designed to ensure optimal representation from the diverse demographic groups represented in the population of the City of Ukiah and the larger community living and working in the Ukiah Valley. The Standing Committee consists of eleven (11) members. The members consist of two members of the City Council and nine members living or working within the city of Ukiah or the Ukiah Valley, including Redwood and Potter Valleys who serve or represent: Persons with lived experience of poverty (currently or formerly living at or below the poverty level; Persons with physical or mental disabilities; Persons from the LGBTQA community; Native American tribes and communities in Mendocino County; Persons of the Hispanic/Latino community; Persons of color; Persons whose primary language is not English; Youth ages 21 and younger; and Seniors 65 years or older.

Discussion: On February 17, 2023, the terms of current Committee members Denise Gorny, Darren Jackson, Les Marston, Xochilt Morales de Martinez, Zhao Qiu, Susan Stern, and Troyle Tognoli will expire. Per Section 1012 A of the Ukiah City Code states that members of the City of Ukiah Diversity and Equity Standing Committee ("Committee") shall be appointed by a majority of the City Council, each to serve at the will of the City Council up to a term of two (2) years; and also states that members of the Committee may be appointed to successive terms by the City Council. Staff is recommending that the City Council adopt the resolution (Attachment 2), reappointing Denise Gorny, Darren Jackson, Les Marston, Xochilt Morales de Martinez, Zhao Qiu, Susan Stern, and Troyle Tognoli.

Additionally, Staff will be bringing back to Council a discussion item to review the appointment process for Boards and Commissions, including the Diversity and Equity Committee, to explore options that provide more opportunities for public participation and inclusion.

Recommended Action: Adopt Resolution reappointing Denise Gorny, Darren Jackson, Les Marston, Xochilt Morales de Martinez, Zhao Qiu, Susan Stern, and Troyle Tognoli to an additional two (2) year term on the City of Ukiah Diversity and Equity Committee.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Traci Boyd, Management Analyst and Darcy Vaughn, Assistant City Attorney

DIVERSITY-EQUITY INITIATIVES (DEI):

Goal 4 – Identify and actively engage underrepresented communities in which to retain, expand, develop, and implement programs.

CLIMATE INITIATIVES (CI): N/A

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2020-59**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH CREATING EQUITY AND DIVERSITY STANDING COMMITTEE****WHEREAS:**

1. The population of the City of Ukiah and the larger community living in the Ukiah Valley who work and shop in the City of Ukiah consist of a diversity of demographic groups, including individuals and families who are low income, persons with physical or mental disabilities, persons from the LGBTQA community, members of Native American tribes and communities in Mendocino County, members of the Hispanic/Latino community, persons of color, people whose primary language is not English, youth 21 years and younger, and seniors 65 years and older; and
2. These different demographic groups face unique barriers to accessing employment and municipal services and have different needs affecting their receipt of municipal services than the general population; and
3. Other demographic groups exist in this area which are not specifically identified in this resolution, but the identified groups are believed to be the most substantial of such groups; and
4. If other such groups are identified as significant as a result of the Committee's work or otherwise, the membership of the Committee can be expanded to include them in the future; and
5. The City seeks to establish a standing committee of the City Council as a means to adopt written objectives to improve diversity and equity in the City's workforce and in the provision of municipal services; developing a written Action Plan to achieve those objectives; implementing and overseeing the Action Plan; providing an annual review and update to the City Council on the Committee's progress; and proposing revisions to the plan as necessary.

NOW, THEREFORE BE IT RESOLVED as follows:**1. CREATION**

There is hereby created a Standing Committee of the City Council known as the Equity and Diversity Standing Committee, which is an advisory body reporting to the City Council and to the City Manager and City Department Heads.

2. MEMBERSHIP; APPOINTMENT

The Equity and Diversity Standing Committee ("Committee") shall consist of eleven (11) members. The members shall consist of two members of the City Council and one member from each of nine organizations in the City of Ukiah or the Ukiah Valley, including Redwood and Potter Valleys, which serve or represent: (1) Persons with lived experience of poverty (currently or formerly living at or below the poverty level); (2) Persons with physical or mental disabilities; (3) Persons from the LGBTQA community; (4) Native American tribes and communities in Mendocino County; (5) Persons from the Hispanic/Latino community; (6) Persons of color (7) Persons whose primary language is not English; (8) Youth 21 years and younger; and (9) Seniors 65 years or older. In addition, committee members must either reside or work in the City of Ukiah. Members shall be appointed by the City Council based on written applications submitted by deadlines established by the City Council and any oral interviews the City Council may elect to conduct.

3. TERM OF OFFICE; VACANCIES

- A. Terms of Office. All appointments to the Committee shall be for a term of two (2) years during which the member serves and the will and pleasure of the City Council. Appointments to fill vacancies during a term of office shall be filled as provided in Section 1. The person appointed shall serve for the remainder of the term of that vacancy. Members whose terms expire may be reappointed to serve subsequent terms.
- B. Vacancies. Vacancies may occur as a result of the member's death or incapacity, resignation, no longer residing or working in the City, termination by the City Council with or without cause or failure of a member to attend three (3) meetings in any consecutive four-month period without the prior approval of the Committee.

4. DUTIES OF THE COMMITTEE

The Committee has the following responsibilities:

- 1. To recommend for consideration by the City Council and City Manager written objectives to improve diversity, equity, and inclusion within the City workforce and in providing municipal services.
- 2. To recommend for adoption by the City Council and City Management a written Action Plan to achieve the written objectives, which includes processes and procedures to be used by the City to improve equity and diversity in the City workforce and in its delivery of municipal services.
- 3. To oversee the implementation of the Action Plan.
- 4. To provide an annual review and update to the City Council on the Committee's progress.
- 5. To propose revisions to the Action Plan as necessary.

4. EXPENSES OF MEMBERS; NO COMPENSATION

The members of the Committee shall receive no compensation or reimbursement for expenses.

5. CHAIRPERSON; OFFICERS

The Committee shall elect a presiding officer to preside at special and regular meeting. City staff assigned by the City Manager shall provide support services, including preparation and posting of agendas, preparing minutes, staff reports and other documents as required for the conduct of the Committee's business.

6. COMMITTEE GOVERNANCE.

- A. Brown Act. The Committee shall comply with the Brown Act. Upon the first appointment of its members, it shall establish a meeting date and time for regular meetings and a procedure for placing

items on its agendas. Special meetings may be called by the Chairperson, City staff assigned to assist the Committee or by the Committee during a regular or special meeting.

- B. Parliamentary procedure. The Committee shall adopt any rules it considers necessary for the orderly conduct of its meetings which may, but are not required to, use all or any portion of Robert's Rules of Order or the City Council rules for conducting City Council meetings.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah on the 7th day of October, 2020 by the following roll call vote:

AYES: Councilmembers Mulheren, Brown, Scalmanini, Orozco, and Mayor Crane

NOES: None

ABSTAIN: None

ABSENT: None



Douglas F. Crane
Douglas F. Crane, Mayor

ATTEST:



Kristine Lawler
Kristine Lawler, City Clerk

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY OF UKIAH REAPPOINTING DENISE GORNY, DARREN JACKSON, LES MARSTON, XOCHILT MORALES DE MARTINEZ, ZHAO QIU, SUSAN STERN, AND TROYLE TOGNOLI TO THE DIVERSITY AND EQUITY COMMITTEE OF THE CITY OF UKIAH FOR A TWO-YEAR TERM.

WHEREAS, Section 1012.A of the Ukiah City Code states that members of the City of Ukiah Diversity and Equity Standing Committee (“Committee”) shall be appointed by a majority of the City Council, each to serve at the will of the City Council up to a term of two (2) years; and

WHEREAS, Section 1012.A of the Ukiah City Code also states that members of the Committee may be appointed to successive terms by the City Council; and

WHEREAS, the terms of current Committee members Denise Gorny, Darren Jackson, Les Marston, Xochilt Morales de Martinez, Zhao Qiu, Susan Stern, and Troyle Tognoli will expire on February 17, 2023; and

WHEREAS, each of the aforementioned Committee members has expressed interest in being reappointed as members of the Committee for an additional two (2) year term; and

NOW, THEREFORE BE IT RESOLVED, that the Council of the City of Ukiah appoints Denise Gorny, Darren Jackson, Les Marston, Xochilt Morales de Martinez, Zhao Qiu, Susan Stern, and Troyle Tognoli to an additional two (2) year term on the City of Ukiah Diversity and Equity Standing Committee.

PASSED, ADOPTED and APPROVED this 11th day of January, 2023 by the following vote on roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mari Rodin, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Award of Contract for the Gobbi Street Electric Service Overhead to Underground Conversion, Specification 22-09, to James Day Construction, DBA Coastal Mountain Electric, in the Amount of \$113,271.10.

DEPARTMENT: Electric Utility

PREPARED BY: Cindy Sauers, Electric Utility Director

PRESENTER: Cindy Sauers, Electric Utility Director

ATTACHMENTS:

1. Bid Spec-Dwgs-Addenda
2. Bid Results - Spec 22-09 - Gobbi Elec Svc OH to UG

Summary: The City Council will consider awarding a contract for the Gobbi Street Electric Service Overhead to Underground Conversion, Specification No. 22-09, to James Day Construction in the amount of \$113,271.10.

Background: In November 2020, the Gobbi Street Underground joint trench project was completed. The project installed underground infrastructure for electric, telephone and cable TV on Gobbi Street between State Street and Orchard Avenue. Shortly after the completion of the project, Staff redirected its attention to the State Street Undergrounding project. Due to the back-to-back scheduling of these projects, the installation of the wire and equipment to complete Gobbi Street was delayed. City Electric crews have installed equipment and conductor in preparation of the cutover at each business and residence within the Gobbi Street project area. The overhead to underground conversion requires the services of a qualified electrician to make the appropriate modifications to each building to accept the underground service. Electric Utility Staff design and prepared the scope of work and drawings to solicit a bid from qualified electricians.

Discussion: In December 2022, a Request for Bid was issued for the conversion of the overhead electric services to underground services within the Gobbi Street project area. See Attachment 1 for a copy of Specification 22-09, released addenda and drawings of the work to be completed.

The bid opening was January 5, 2023, with two bids received. James Day Electric, dba Coastal Mountain Electric is the lowest responsive, responsible bidder at \$113,271.10. Please refer to Attachment 2 for a copy of the bid tab.

Staff recommends awarding the bid to James Day Construction in the amount of \$113,271.10.

Recommended Action: Award contract for the Gobbi Street Electric Service Overhead to Underground Conversion, Specification No. 22-09 to James Day Construction, in the amount of \$113,271.10.

BUDGET AMENDMENT REQUIRED: No.

CURRENT BUDGET AMOUNT: 80126100.80230.18351; \$350,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: 2022 Electric Revenue Bonds

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Mary Horger, Financial Services Manager

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI)

10a – Protect from dangerous emission by preventing fires.

Approved: 
Sage Sangiacomo, City Manager

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS
FOR
GOBBI STREET ELECTRIC SERVICE OVERHEAD TO UNDERGROUND CONVERSION
SPECIFICATION NO. 22-09

CITY OF UKIAH
DEPARTMENT OF ELECTRIC UTILITY
300 Seminary Avenue
Ukiah, California 95482-5400

Mandatory Pre-Bid Meeting
1:00 p.m., December 14, 2022
Safeway Parking Lot (Closest to Gobbi Street)
653 S State Street, Ukiah, California 95482

Bids Open: Thursday, January 5, 2023
2:00 p.m.
Office of City Clerk

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

JIM O. BROWN, MAYOR
JOSEFINA DUENAS– VICE-MAYOR
JUAN OROZCO – COUNCIL MEMBER
DOUGLAS CRANE – COUNCIL MEMBER
MARI RODIN– COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER
CINDY SAUERS, PE – DIRECTOR OF ELECTRIC UTILITY
MARY HORGER – FINANCIAL SERVICES MANAGER
KRISTINE LAWLER – CITY CLERK
R. ALLEN CARTER - CITY TREASURER

CITY OF UKIAH
DEPARTMENT OF ELECTRIC UTILITY
NOVEMBER 2022

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**CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR
GOBBI STREET ELECTRIC SERVICE OVERHEAD TO UNDERGROUND CONVERSION
SPECIFICATION NO. 22-09**

NOTICE IS HEREBY GIVEN that sealed standard proposals for GOBBI STREET ELECTRIC SERVICE OVERHEAD TO UNDERGROUND CONVERSION will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until 2:00 p.m. on Thursday, January 5, 2023. Bids shall be addressed to the City Clerk and shall be endorsed GOBBI STREET ELECTRIC SERVICE OVERHEAD TO UNDERGROUND CONVERSION. Bids are required for the entire work described herein. No fax bids will be accepted. As soon thereafter as possible, the bids will be publicly opened and read in the Council Chambers at 300 Seminary Avenue, Ukiah. The bid opening will also be visible via live streaming at <http://www.cityofukiah.com/meetings/>.

ENGINEER'S ESTIMATE OF QUANTITIES

Item No.	Description	Quantity	Unit of Measure
1.	Typical Gutter Over Panel Installation (plus Specialized Design) (Location per Table 1, Page 29, Line 1.)	1	EA
2.	Typical Gutter Over Panel Installation (plus Specialized Design) (Locations per Table 1, Page 29, Lines 2, 6, and 8.)	4	EA
3.	Typical Gutter Over Panel Installation (Locations per Table 1, Page 29, Lines 3, 4, 9, 11, 13, 14, 15, 17, 19, 20 and 21.)	18	EA
4.	Typical Gutter Over Panel Installation (plus Specialized Design) (Locations per Table 1, Page 29, Line 5.)	1	EA
5.	Typical Gutter Over Panel Installation (400 Amp CT Disconnect) (Location per Table 1, Page 29, Line 18.)	1	EA
6.	Typical Gutter Over Panel Installation (plus Specialized Design) (Location per Table 1, Page 29, Line 7.)	1	EA
7.	Roof Repair only (Location per Table 1, Page 29, Line 10.)	1	EA
8.	Typical Gutter Over Panel Installation (No Roof Repair) (Location per Table 1, Page 29, Line 12.)	1	EA
9.	(Roof Repair plus Specialized Design) (Location per Table 1, Page 29, Line 16.)	1	EA
10.	Building Permit	29	EA

Plans and Special Provisions may be inspected and/or copies obtained from the City's website at www.cityofukiah.com/purchasing. No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Mary Horger, Financial Services Manager at (707) 463-6233 or by email at mhorger@cityofukiah.com.

A mandatory pre-bid conference will be held at 1:00 p.m. on December 14, 2022 at the project site starting at the Safeway parking lot, 53 South State Street, Ukiah, California 95482, closest to Gobbi Street.

The City Council reserves the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid by a responsible bidder and which it deems in the best interest of the City to accept. The City Council also reserves the right, but not the obligation, to waive any irregularity or failure to strictly comply with the bidding requirements, that the City determines in the reasonable exercise of its discretion does not provide the bidder with a competitive advantage over other bidders.

No contractor or subcontractor may be listed on a bid proposal for a public works unless registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 except as allowed. under Labor Code section 1771.1(a) The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the DIR.

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the DIR Director has ascertained the general prevailing rate of wages for straight time, overtime, Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes for the City of Ukiah. Copies of his General Prevailing Wage Determination are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD/> The prime contractor for the work herein shall possess a current, valid

State of California, Class C10 Electrical Contractor's License. Pursuant to California Public Contract Code §22300, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

By order of the City Council, City of Ukiah, County of Mendocino, State of California.

Dated: 12/2/2022



Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH ONE TIME: December 9, 2022

INSTRUCTIONS TO BIDDERS

GOBBI STREET ELECTRIC SERVICE OVERHEAD TO UNDERGROUND CONVERSION shall be performed in accordance with the Plans and Special Provisions therefor adopted, to which special reference is hereby made.

Each bidder must supply all the information required by the bid documents and Special Provisions.

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of any contract entered into pursuant to this advertisement. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

All proposals or bids shall be accompanied by a cashier's check or certified check payable to the order of the City of Ukiah amounting to 10 percent of the bid, or by a bond in said amount and signed by the bidder and a corporate surety, payable to said City. Said check shall be forfeited, or said bond shall become payable to said City in case the bidder depositing the same does not, within fifteen (15) days after written notice that the contract has been awarded to him: (a) enter into a contract with the City and (b) furnish certificates of insurance and endorsements, a bond of faithful performance and a payment bond as described in the Special Provisions.

No bidder shall withdraw his or her bid for a period of thirty (30) calendar days after the date set by the City for the opening thereof.

The Contractor and any subcontractors shall each possess a valid City of Ukiah Business License prior to the start of any work.

The Contractor shall furnish a project schedule to the Engineer prior to the start of any work and start work as scheduled.

The work is to be completed within forty-five (45) working days. The Contractor will pay to the City the sum of five hundred (\$500.00) dollars per day for each and every calendar days delay beyond the time prescribed.

The staff shall notify a bidder by telephone, email, or fax, if it intends to recommend the rejection of the bidder's bid. Any bid protest must be filed with the City Clerk not more than five calendar days following the bid opening, or 2 calendar days following notice that staff is recommending the rejection of a bid. If any such timely written protest is filed, all bidders shall be provided a copy of the protest within 2 calendar days of its receipt, which may be delivered to the bidders as an email attachment or by fax. All such bidders may file with the City Manager a written objection or other response to the protest.

All objections or responses filed not more than 5 days after receipt of the written protest will be presented to the City Council at its next regular meeting occurring not less than 12 calendar days following the bid opening. The City Council will resolve the bid protest at that meeting based on the written protest, any staff recommendation and all timely written objections and responses. In accordance with the Brown Act, any person may address the City Council on this item during the meeting. The City Council action on the protest shall represent a final decision by the City on the protest.

Examination of Site, Drawings, Etc.

A mandatory pre-bid conference will be held at 1:00 p.m. on December 14, 2022 at the project site starting at the Safeway's parking lot, 53 South State Street, Ukiah, California 95482, closest to Gobbi Street, to fully acquaint interested Contractors with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Failure to attend the mandatory bid conference will be just cause for the bid to be rejected as non-responsive.

Oral statements or instructions made during this visit will not constitute an amendment to this solicitation. The City will determine the appropriate action necessary, if any, and may issue a written amendment to the bid request.

Each bidder shall visit the site of the proposed work and fully acquaint himself with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the

execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder from any obligation with respect to his or her proposal or to the contract. The drawings for the work show conditions as they are supposed or believed by the Engineer to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by the Engineer, the City or its officers that such conditions are actually existent, nor shall the City, the Engineer or any of their officers or representatives be liable for any loss sustained by the Contractor as a result of a variance between the conditions shown on the drawings and the conditions actually revealed during the progress of the work or otherwise.

The bidder's attention is directed to the possible existence of obstructions and public improvements within the limits of the work or adjacent thereto, which may or may not be shown on the Drawings. Any bid shall take into consideration that conditions may exist underground or otherwise that are not known to the City or easily detected during a site inspection that could impact the time or cost of completing the project. The City expects the bids to anticipate such conditions so that it can know for budgeting and other purposes the total cost to complete the project before accepting a bid and undertaking the legal obligation to construct the project. In awarding the contract the City relies on the contractor's representation that its bid anticipates differing site conditions and the additional time or cost that such conditions may necessitate.

The bidder shall investigate to his or her satisfaction the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished and the requirements of the Plans, Special Provisions, Standard Specifications, Standard Plans, and Contract Documents. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and has accepted the project workplace as a safe workplace to perform the work of the Contract.

Bidder Inquiries and Questions

Inquiries and questions must be submitted in writing via fax or email to the following designated contact person:

Mary Horger, Financial Services Manager
(707) 463-6233
Email: mhorger@cityofukiah.com

The City reserves the right to not respond to inquiries or questions submitted within 3 business days of the bid opening.

Location of the Work

All of the work to be performed is within the City of Ukiah. Project is located at various locations on Gobbi Street, Leslie Street, and Marshall Street.

GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

1-01. Definitions. Whenever any word or expression defined in this section, or pronoun used in its stead, occurs in these contract documents, it shall have and is mutually understood to have the meaning given:

- a. "City of Ukiah" or "City" shall mean the City of Ukiah, Mendocino County, California, acting through its City Council or any other board, body, official or officials to which or to whom the power belonging to the Council shall by virtue of any act or acts, hereafter pass or be held to appertain.
- b. "Engineer" shall mean the Engineer duly and officially appointed by the City to supervise and direct the work of construction under this contract, acting personally or through agents or assistants duly authorized by him, such agents or assistants acting within the scope of the particular duties entrusted to them.
- c. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized or appointed by the Engineer, limited to the particular duties entrusted to him or her or them.
- d. "Contractor" shall mean the party entering into contract with the City of Ukiah for the performance of work covered by this contract and his or her authorized agents or legal representatives.
- e. "Date of signing of contract" or words equivalent thereto, shall mean the date upon which this contract, with the signature of the Contractor affixed, together with the prescribed bonds, shall be or shall have been delivered to the City or its duly authorized representatives.
- f. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.
- g. "The work" shall mean and include all the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Engineer.
- h. "Contract drawings", "drawings", "plans" shall mean and include 1) all drawings or plans which may have been prepared by or on behalf of the City, as a basis for proposals, when duly signed and made a part of this contract by incorporation or reference, 2) all drawings submitted in pursuance of the terms of this contract by the successful bidder with his or her proposal and by the Contractor to the City if and when approved by the Engineer and 3) all drawings submitted by the Engineer to the Contractor during the progress of the work as provided for herein.
- i. Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that reference to the drawings accompanying these Special Provisions is made unless stated otherwise.

Where "as directed", "as permitted", "approved" or words of similar import are used, it shall be understood that the direction, requirements, permission, approval or acceptance of the Engineer is intended unless stated otherwise.

As used herein, "provide" or "install" shall be understood to mean "provide or install complete in place", that is, "furnish and install". "Shall" is mandatory; "may" is permissive.

1-02. Examination of Plans, Special Provisions and Site of Work. The bidder shall examine carefully the Proposal, Plans, Special Provisions, Contract forms and the site of the work contemplated therefor. It will be assumed that the bidder has investigated to his or her satisfaction the conditions to be encountered and the character, quality and requirements of all Plans, Special Provisions, Standard Specifications, and Standard Plans involved.

1-03. Proposal. Bids shall be made on the blank forms prepared by the City. All bids shall give the prices bid, both in writing and in figures and shall be signed by the bidder or his or her authorized representative, with his or her address. If the bid is made by an individual or partner, his or her name and the post office address of his or her

business or partnership, along with his or her signature or the signature of one or more partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name of the corporation and the title of the person who signs on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, endorsed as specified in the notice to bidders. Bidders are warned against making erasures or alterations of any kind and proposals which contain omissions, erasures, conditions, alterations, additions not called for, additional proposals or irregularities of any kind may be rejected.

1-04. Withdrawal of Bids. Any bid may be withdrawn at any time prior to the hour fixed in the notice to bidders for the openings of bids, provided that a request in writing, executed by the bidder or his or her duly authorized representative, for the withdrawal of such bid is filed with the City. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid.

1-05. Public Opening of Bids. Bids will be opened and read publicly at the time and place indicated in the notice to bidders. Bidders or their agents are invited to be present.

1-06. Bid Guaranty. Each bid must be accompanied by a certified check, cashier's check or bidder's bond executed by an admitted surety insurer, payable to the order of the City of Ukiah in an amount not less than 10 percent of the bid as a guarantee that the bidder will enter into a contract, if awarded the work.

1-07. Qualification of Bidders. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Each bidder shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code and shall be skilled and regularly engaged in the general class or type of work called for under this contract. A statement setting forth this experience and business standing shall be submitted by each bidder on the form provided herewith. It is the intention of the City to award a contract only to a bidder who furnishes satisfactory evidence that he or she has the requisite experience and ability and that he or she has sufficient capital, facilities and equipment to enable him or her to prosecute the work successfully and promptly within the time and in the manner agreed.

In determining the degree of responsibility to be credited to a bidder, the City may weigh evidence that the bidder or his or her personnel charged with the responsibility in the work, has performed satisfactorily other contracts of like nature and magnitude or comparable difficulty at similar rates of progress.

1-08. Disqualification of Bidders. More than one bid from an individual business, partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is financially interested in more than one bid for the work will cause the rejection of all bids in which he or she is so interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Bids in which the prices obviously are unbalanced may be rejected.

1-09. Identification of Subcontractors. All bids shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following) and shall set forth:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor, or render service to the prime contractor in or about the construction of the work, or to a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work according to detailed drawings contained in the plans and Special Provisions, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

(b) The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion defined by the prime contractor in his or her bid.

1-10. General Provisions of the Standard Specifications. All provisions of the General Provisions, Sections 1 through 11, of the Standard Specifications, shall be applicable to the contract except as modified by these Special Provisions. The Standard Specifications are set forth in Section 12-06 of these Special Provisions.

1-11. Addenda. If it becomes necessary to revise any part of these plans and specifications after they have been released, the City will issue an addendum containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the bid documents. Anyone who intends to submit a bid in response to this Request for Bid must check the website frequently for any posted addenda. Anyone submitting a bid will be deemed to have seen and agreed to be bound by the posted addenda.

SECTION 2. AWARD AND EXECUTION OF CONTRACT

2-01. Award of Contract. Award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the specified requirements. The award, if made, will be made within thirty (30) days after opening of the bids. The City reserves the right to reject any and all bids and to waive any irregularity in the proposal not pertaining to cost.

2-02. Return of Proposal Guaranties. All bid guaranties will be held until the contract has been fully executed, after which they will be returned upon request to the respective bidders whose bids they accompany.

2-03. Execution of Contract. The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds, insurance certificates and endorsements, within fifteen (15) days after written notice of the award of the contract. After execution by the City; one copy shall be filed with the City and one copy shall be returned to the Contractor. If the bidder fails or refuses to enter into the contract agreement within the required time, then the bid guaranty accompanying the bid shall be forfeited to the City.

SECTION 3. SCOPE AND INTENT OF CONTRACT

3-01. Effect of Inspection and Payments. Neither the inspection by the Engineer or an inspector, nor any order, measurement or approved modification, nor certificate or payment of money, nor acceptance of any part or whole of the work, nor any extension of time, nor any possession by the City or its agents, shall operate as a waiver of any provision of this contract or of any power reserved therein to the City, or of any right to damages thereunder; nor shall any breach of this contract be held to be a waiver of any subsequent breach. All remedies shall be construed as cumulative.

3-02. Effect of Extension of Time. The granting of any extension of time on account of delays which, in the judgement of the City, are avoidable delays shall in no way operate as a waiver on the part of the City of its rights under this contract.

3-03. Extra Work. If extra work orders are given in accordance with provisions of this contract, such work shall be considered a part hereof and shall be subject to each and all of its terms and requirements.

3-04. Assignment of Contract. The contract may be assigned or sublet in whole or in part only upon the written consent of the City acting through its authorized agents. Consent will not be given to any proposed assignment which would relieve the original contractor or its surety of their responsibilities under the contract nor will the Engineer consent to any assignment of a part of the work under the contract.

3-05. Subcontractors. The Contractor shall be as fully responsible for the acts and omissions of his or her subcontractors and of persons either directly or indirectly employed by them, as he or she is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the terms of this Contract which are applicable to the work of subcontractors.

Nothing contained in this contract shall be construed to create or shall be relied upon to create any contractual relationship between any subcontractor and the City and no action may be brought by any subcontractor against the City based on this contract.

3-06. Interpretation of Special Provisions and Drawings. The Special Provisions and the Contract Drawings are intended to be explanatory of each other. Any work indicated in the Contract Drawings and not in the Special Provisions, or vice versa, is to be executed as if indicated in both. In case of a discrepancy or conflict between the Technical Specifications and Contract Plans, the Technical Specifications shall govern. All work shown on the Contract Drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed, where given, though they differ from scaled measurements. Large scale drawings shall be followed in preference to small scale drawings. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or questions arising respecting the true meaning of the Special Provisions, reference shall be made to the Engineer and his or her decision thereon shall be final. If the Contractor believes that a clarification or interpretation justifies an increase in the contract price or contract time, the Contractor must comply with the written notice provisions of Sections 9-05 and 10-07 of these Special Provisions. Contractor's attention is directed to Section 12-06 of the Technical Specifications regarding the Standard Specifications and Standard Plans.

3-07. Addenda. If it becomes necessary to revise any part of these plans and specifications after they have been released, the City will issue an addendum containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the bid documents. Anyone who intends to submit a bid in response to this Request for Bid must check the website frequently for any posted addenda. Anyone submitting a bid will be deemed to have seen and agreed to be bound by the posted addenda.

3-08. Liability of City Officials. No city official, nor the Engineer, nor any authorized assistant of any of them, shall be personally responsible for any liability arising under this contract.

3-09. Dispute Resolution. Claims of \$375,000 or less by the Contractor that arise under this Contract are subject to the mandatory dispute resolutions provisions in Public Contract Code Sections 20104-20104.6.

SECTION 4. BONDS

4-01. Faithful Performance Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit, or certificates of deposit, acceptable to the City, conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall be 100 percent of the total contract price, as this sum is set forth in the agreement.

4-02. Material and Labor Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit or certificates of deposit acceptable to the City in a sum not less than 50 percent of the total contract price, as this sum is set forth in the agreement for the payment in full of all persons, companies or corporations who perform labor upon or furnish materials to be used in the work under this contract, in accordance with the provisions of Sections 3247 through 3252 inclusive of the Civil Code of the State of California and any acts amendatory thereof.

4-03. Defective Material and Workmanship Bond. As a condition precedent to the completion of this contract, the Contractor shall furnish a bond of a surety company acceptable to the City in an amount not less than 5 percent (5%) of the final contract price, to hold good for a period of one (1) year after the completion and acceptance of the work, to protect the City against the results of defective materials, workmanship and equipment during that time. This bond shall be delivered to the City before the final payment under this contract will be made.

4-04. Notification of Surety Companies. The surety companies shall familiarize themselves with all of the conditions and provisions of this contract and they waive the right of special notification of any change or modification of this contract or of extension of time, or decreased or increased work, or of the cancellation of the contract, or of any other act or acts by the City or its authorized agents, under the terms of this contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under this contract.

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS (WITH CONSTRUCTION RISKS)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors.

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss.

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury and property damage.
4. Course of Construction: Completed value of the project with no co-insurance penalty provisions.

5-03. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5-04. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as Additional Insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.
6. Course of Construction policies shall contain the following provisions:
 - a.) The City shall be named as loss payee.
 - b.) The insurer shall waive all rights of subrogation against the City.

5-05. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than the following:

A++ VII	A- VIII
A+ VII	B++ X
A VII	B+ X

5-06. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements shall be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received within 15 days from written notice of contract award, and the work shall not commence until the certificates and endorsements have been approved by the City. The City reserves the right to require complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.

5-07. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

6-01. Legal Address of Contractor. Both the address given in the proposal and the Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, samples, notices, letters or other articles or communications to the Contractor may be mailed or delivered. The delivery at either of these places of any such thing from the City or its agents to the Contractor shall be deemed sufficient service thereof upon the Contractor and the date of such service shall be the date of such delivery. The address named in the proposal may be changed at any time by notice in writing from the Contractor to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to or upon the Contractor personally.

6-02. Office of Contractor at Site. During the performance of this contract, the Contractor shall maintain a suitable office at the site of the work which shall be the headquarters of a representative authorized to receive drawings and any such thing given to the said representatives or delivered at the Contractor's office at the site of work in his or her absence shall be deemed to have been given to the Contractor.

6-03. Attention to Work. The Contractor shall give his or her personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully and when he or she is not personally present on the work, he or she shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this contract and who shall have full authority to execute the same and to supply materials, tools and labor without delay and who shall be the legal representative of the Contractor. The

Contractor shall be liable for the faithful observance of any instructions delivered to him or her or to his or her authorized representative.

6-04. Liability of Contractor. The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

The right of general supervision by the City shall not make the Contractor an agent of the City and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision.

Until the completion and final acceptance by the City of all the work under and implied by this contract, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections and repairs, occasioned or rendered necessary by causes of any nature whatsoever, excepting only acts of God and none other, to all or any portions of the work, except as otherwise stipulated.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers, directors, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees, costs of suit, expert witness fees and expenses and fees and costs of any necessary private investigators arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or by the negligence or omission of a party indemnified herein.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligation to indemnify shall extend to and include acts of the indemnified party which may be negligent or omissions which may cause negligence.

The City shall have the right to estimate the amount of such damage and to cause the City to pay the same and the amount so paid for such damage shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract as may be considered necessary by the City, shall be retained by the City until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the City.

6-05. Protection of Persons and Property. The Contractor shall furnish such watchman, guards, fences, warning signs, walks and lights as shall be necessary and shall take all other necessary precautions to prevent damage or injury to persons or property.

All property line fences and improvements in the vicinity of the work shall be protected by the Contractor and, if they are injured or destroyed, they and any other property injured by the Contractor, his or her employees or agents, shall be restored to a condition as good as when he or she entered upon the work.

6-06. Protection of City Against Patent Claims. All fees, royalties or claims for any patented invention, article or method that may be used upon or in any manner connected with the work under this contract shall be included in the price bid for the work and the Contractor and his or her sureties shall protect and hold the City, together with all of its officers, agents, servants and employees, harmless against any and all demands made for such fees or claims brought or made on account of this contract. The Contractor shall, if requested by the Engineer, furnish acceptable proof of a proper release from all such fees or classes.

Should the Contractor, his or her agents, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other articles, materials or appliance, in lieu thereof, of equal efficiency, quality, finish, suitability and market value and satisfactory in all respects to the Engineer. Or, in the event that the Engineer elects, in lieu of such substitution, to have supplied and to retain and use, any such invention, article, material or appliance, as may by this contract be required to be supplied, in that event the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for the City, its officers, agents, servants and employees, or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then in that event the Engineer shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due to the Contractor from the City or recover the amount thereof from him or her and his or her sureties notwithstanding final payment under this contract may have been made.

6-07. Protection of Contractor's Work Property. The Contractor shall protect his or her work, supplies and materials from damage due to the nature of the work, the action of the elements, trespassers, or any cause whatsoever under his or her control, until the completion and acceptance of the work. Neither the City nor any of its agents assumes any responsibility for collecting indemnity from any person or persons causing damage to the work of the Contractor.

6-08. Regulations and Permits. The Contractor shall secure and pay for all permits, give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Plans and Special Provisions are at variance therewith, he or she shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. The contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License. The City of Ukiah will issue a no fee encroachment permit to the Contractor allowing him or her to perform work within City right of way or within City property after the Contract Documents have been executed and insurance certificates and endorsements have been approved by the City.

6-09. Construction Utilities. The Contractor shall be responsible for providing for and in behalf of his or her work under this contract, all necessary utilities, such as special connection to water supply, telephones, power lines, fences, roads, watchmen, suitable storage places, etc.

6-10. Approval of Contractor's Plans. The approval by the Engineer of any drawing or any method of work proposed by the Contractor in accordance with paragraph 8-06 shall not relieve the Contractor of any of his or her responsibility for his or her errors therein and shall not be regarded as any assumption of risk or liability by the City or any officer or employee thereof and the Contractor shall have no claim under this contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Engineer has no objection to the Contractor's using, upon his or her own full responsibility the plan or method approved.

6-11. Suggestions to the Contractor. Any plan or method of work suggested by the Engineer to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Engineer and the City shall assume no responsibility thereof.

6-12. Termination of Unsatisfactory Subcontracts. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be terminated immediately by the Contractor upon notice from the Engineer.

6-13. Preservation of Stakes and Marks. The Contractor shall preserve carefully bench marks, reference points and stakes and in case of destruction he or she shall replace his or her stakes, reference points and bench marks and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance. Contractor's attention is directed to Section 7-03 of these Special Provisions.

6-14. Assistance to Engineer. At the request of the Engineer the Contractor shall provide men from his or her force and tools, stakes and other materials to assist the Engineer temporarily in making measurements and surveys and in establishing temporary or permanent reference marks. Payment for such materials and assistance will be

made as provided for under the caption "Extra Work," provided, however, that the cost of setting stakes and marks carelessly lost or destroyed by the Contractor's employees will be assessed to the Contractor.

6-15. Removal of Condemned Materials and Structures. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work and upon his or her failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Engineer, the condemned material or work may be removed by the City and the cost of such removal shall be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this Contract.

6-16. Proof of Compliance with Contract. In order that the Engineer may determine whether the Contractor has complied with the requirements of this contract, not readily enforceable through inspection and tests of the work and materials, the Contractor shall, at any time when requested, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his or her compliance with such requirements.

6-17. Errors and Omissions. If the Contractor, in the course of the work, finds any errors or omissions in plans or in the layout as given by survey points and instruction, or if he or she finds any discrepancy between the plans and the physical conditions of the locality, he or she shall immediately inform the Engineer, in writing and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

6-18. Cooperation. The Contractor shall cooperate with all other contractors who may be performing work in behalf of the City and workmen who may be employed by the City on any work in the vicinity of the work to be done under this contract with the work of such contractors or workmen. he or she shall make good promptly, at his or her own expense, any injury or damage that may be sustained by other contractors or employees of the City at his or her hands.

Any difference or conflict which may arise between the Contractor and other contractors, or between the contractor and workmen of the City in regard to their work shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or of the City, the Contractor shall on that account have no claim against the City other than for an extension of time.

6-19. Right of Contractor to Stop Work. Under the following conditions the Contractor shall have the right, if he or she so desires, to stop the work and terminate the contract upon ten (10) days written notice to the Engineer and recover from the City payment for all work actually performed and for all satisfactory materials actually delivered to the site of the work for permanent incorporation therein, all as may be shown by the estimate of the Engineer.

- (1) If the work is stopped under an order of any court or other competent public authority for a period of time of three (3) months through no act or fault of the Contractor or of anyone employed by him.
- (2) If the Engineer fails to issue the monthly certificate for payment in accordance with the terms of this contract.
- (3) If the City fails to pay the Contractor within sixty (60) days after it shall have become due, as provided by the terms of this contract, any sum certified by the Engineer or awarded by the City.

All provided that if such action to terminate the contract be not instituted by the Contractor within ten (10) days after the alleged existence of such condition and if written notice of such action be not at that time delivered to the City and the Engineer, then such right shall lapse until another occasion arises according to this section.

6-20. Hiring and Dismissal of Employees. The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Engineer shall notify the Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person on the work representing the City, or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be re-employed upon it except with the consent of the Engineer.

6-21. Wage Rates.

1. Contractor shall pay all mechanics and laborers employed or working upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.
2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the Owner, \$50.00 (or the higher minimum penalty as provided in Section 1775(B)(ii) – (iii)) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.
3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. Copies of the General Prevailing Wage Determination are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD> The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.
4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Contractor. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.
5. The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. Commencing with contracts awarded or after April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.
6. Travel and Subsistence Payments.

Contractor shall make travel and subsistence payments to each workman needed to execute the work in accordance with the requirements in Section 1773.8 of the Labor Code (Chapter 880, Statutes of 1968).

7. Apprentices.

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Contractor and any subcontractor under him or her shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

6-22. Cleaning Up. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

On or before the completion of the work, the Contractor shall without charge therefore carefully clean out all pits, pipes, chambers or conduits and shall tear down and remove all temporary structures built by him or her and shall remove rubbish of all kind from any of the grounds which he or she has occupied and leave them in first class condition.

6-23. Guaranty. All work shall be guaranteed for a period of one year from the date of acceptance by the City. The Contractor shall promptly make all needed repairs arising out of defective materials, workmanship and equipment.

The City is hereby authorized to make such repairs if within ten days after the mailing of a notice in writing to the Contractor or his or her agent, the Contractor shall neglect to make or undertake with due diligence the aforesaid repairs, provided, however, that in case of an emergency where, in the opinion of the City delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the costs thereof.

Pursuant to the provisions of Section 4-03 of these Special Provisions, the Contractor shall furnish a Defective Material and Workmanship Bond in an amount not less than 5 percent of the final contract price, which shall be effective for a period of one (1) year after the completion and acceptance of the work.

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

7-01. Authority of the Engineer. All work done under this contract shall be done in a workmanlike manner and shall be performed to the reasonable satisfaction of the Engineer, who shall have general supervision of all work included hereunder. To prevent disputes and litigation, the Engineer (1) shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract, (2) shall decide all questions relative to the true construction, meaning and intent of the Special Provisions and Drawings, (3) shall decide all questions which may arise relative to the classifications and measurements of quantities and materials and the fulfillment of this contract and (4) shall have the power to reject or condemn all work or material which does not conform to the terms of this contract. his or her estimate and decision in all matters shall be a condition precedent to an appeal for arbitration, or the right of the Contractor to receive, demand, or claim any money or other compensation under this agreement and a condition precedent to any liability on the part of the City to the Contractor on account of this contract. Whenever the Engineer shall be unable to act, in consequence of absence or other cause, then such engineer as the Engineer or the City shall designate, shall perform any and all of the duties and be vested with any or all of the powers herein given to the Engineer.

7-02. Inspection. The City will provide engineering personnel for the inspection of the work.

The Engineer and his or her representatives shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

If the Special Provisions, the Engineer's instruction, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by an authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made at the source of supply where practicable. If any work shall be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Engineer and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If such work is not in accordance with the contract documents, the Contractor shall pay such cost.

Properly authorized and accredited inspectors shall be considered to be the representatives of the City limited to the duties and powers entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under instructions of the Engineer and to report any and all deviations from the Drawings, Special Provisions and other contract provisions which may come to their notice. Any inspector may be considered to have the right to order the work entrusted to his or her supervision stopped, if in his or her opinion such action becomes necessary, until the Engineer is notified and has determined and ordered that the work may proceed in due fulfillment of all contract requirements.

7-03. Surveys. Contractor shall furnish all land surveys, establish all base lines and bench marks and make sufficient detailed surveys needed for working points, lines and elevations. The Contractor shall develop all slope stakes and batter boards. Contractor shall also develop all additional working points, lines and elevations as he or she may desire to facilitate his or her methods and sequence of construction.

7-04. Rights-of-Way. The City will provide all necessary rights-of-way and easements in or beneath which work will be performed by the Contractor under this contract.

7-05. Retention of Imperfect Work. If any portion of the work done or material furnished under this contract shall prove defective and not in accordance with the Plans and Special Provisions, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, the Engineer shall have the right and authority to retain such work instead of requiring the imperfect work to be removed and reconstructed, but he or she shall make such deductions therefor in the payments due or to become due the Contractor as may be just and reasonable.

7-06. Changes in the Work. The Engineer shall have the right, in writing, to order additions to, omissions from, or corrections, alterations and modifications in the line, grade, form, dimensions, plan, or kind or amount of work or materials herein contemplated, or any part thereof, either before or after the beginning of construction. However, the arithmetical sum of the cost to the City of additions and subtractions from the work under this contract shall not exceed 10 percent of original contract amount or \$5,000, whichever is the greater, unless based upon a supplementary agreement to be made therefore.

The order of such additions, omissions, corrections, alterations and modifications shall be in writing and signed by the Engineer and, in order, shall then be binding upon the Contractor. The Contractor shall proceed with the work as changed and the value of such change shall be determined as provided for in section 10-07 of these Special Provisions.

Such alterations shall in no way affect, vitiate, or make void this contract or any part thereof, except that which is necessarily affected by such alterations and is clearly the evident intention of the parties to this contract.

7-07. Additional Drawings by City. The drawings made a part of this contract at the time of its execution are intended to be fairly comprehensive and to indicate in more or less detail the scope of the work. In addition to these drawings, however, the Engineer shall furnish such additional drawings from time to time during the progress of the work as are necessary to make clear or to define in greater detail the intent of the Special Provisions and the contract drawings and the Contractor shall make his or her work conform to all such drawings.

7-08. Additional and Emergency Protection. Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precautions for the safety of the public or the protection of the works to be constructed under this contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interest, then and in that event, the Engineer, with or without notice to the Contractor may provide suitable protection to the said interests by causing such work to be done and such material to be furnished as shall provide such protection as the Engineer may consider necessary and adequate.

The cost and expense of such work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefor, then such costs shall be deducted from any amounts due or to become due the Contractor.

The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Engineer.

7-09. Suspension of Work. The City may at any time suspend the work or any part thereof by giving five (5) days written notice to the Contractor. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the City to the Contractor so to do. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

If the work, or any part thereof, shall be stopped by the notice in writing aforesaid and if the City does not give notice in writing to the Contractor to resume work at a date within ten (10) days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended and he or she will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, plus 5 percent of the value of the work so abandoned, to compensate for loss of overhead, plant expense and anticipated profit.

7-10. Right of City to Terminate Contract. If the Contractor should be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency, or if he or she should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply sufficient properly skilled workmen or proper materials, or if he or she should fail to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances and finish the work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer. In the event that a termination under this section is determined to be improper, such termination shall be deemed a constructive termination for convenience taken pursuant to section 7-12 below.

7-11. Use of Completed Portions. The City shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions which may not have expired; but such taking possession and using shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

7-12. Right of City to Terminate Contract for Convenience. The City may terminate performance of the work called for by the contract documents in whole or, from time to time, in part, if the City determines that a termination is in the City's best interest. The Contractor shall terminate all or any part of the work upon delivery to the Contractor of a notice of termination specifying that the termination is for the convenience of the City, the extent of termination, and the effective date of such termination. After receipt of notice of termination, and except as directed by the Engineer, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this termination for convenience clause, immediately proceed with the following obligations:

1. Stop work as specified in the notice.
2. Complete any work specified in the notice of termination in a least cost/shortest time manner while still maintaining the quality called for under the contract documents.
3. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the contract documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
4. Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
5. Place no further subcontracts or orders, except as necessary to complete the continued portion of the contract.
6. Submit to the Engineer, within ten (10) calendar days from the effective date of the notice of termination, all of the usual documentation called for by the contract documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the effective date of the notice of termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 calendar days after the effective date of the notice of termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the City's Termination for Convenience."

Termination of the contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the work performed. In the event that the City exercises its right to terminate this contract pursuant to this clause, the

City shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the contract documents, the following amounts:
All actual reimbursable costs incurred according to the provisions of this contract.

1. A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that Contractor would have made a profit had the contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.
2. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the contract under this Article.

Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease work on the project until such safety or liability issues are addressed to the satisfaction of the City or the contract is terminated.

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

8-01. General Quality. Materials and equipment shall be new and of a quality equal to that specified or approved. Work shall be done and completed in a thorough and workmanlike manner.

8-02. Quality in Absence of Detailed Specifications. Whenever under this contract it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

8-03. Materials and Equipment Specified by Name. Whenever any material or equipment is indicated or specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as used for the purpose of describing the material or equipment desired and shall be considered as followed by the words "or approved equal". The Contractor may offer any material or equipment which shall be equal in every respect to that specified, provided that written approval first is obtained from the Engineer.

8-04. Source of Materials. Price, fitness and quality being equal, preference shall be given by the Contractor for supplies grown, manufactured or produced in the State of California and, next, for such products partially produced in this State in accordance with Government Code Section 4332.

8-05. Storage of Materials. Materials shall be so stored to ensure the preservation of their quality and fitness for the work. They shall be so located and disposed that prompt and proper inspection thereof may be made.

8-06. Drawings, Samples and Tests. As soon as possible after execution of the contract, the Contractor shall submit to the Engineer, in quintuplicate, sufficient information including, if necessary, assembly and detail drawings to demonstrate fully that the equipment and materials to be furnished comply with the provisions and intent of these Special Provisions and Drawings. If the information thus submitted indicates the equipment or materials is acceptable, the Engineer will return one copy stamped with his or her approval; otherwise, one copy will be returned with an explanation of why the equipment or material is unsatisfactory. The Contractor shall have no claims for damages or for extension of time on account of any delay due to the revision of drawings or rejection of material. Fabrication or other work performed in advance of approval shall be done entirely at the Contractor's risk. After approval of equipment or material, the Contractor shall not deviate in any way from the design and specifications given without the written consent of the Engineer.

When requested by the Engineer, a sample or test specimens of the materials to be used or offered for use in connection with the work shall be prepared at the expense of the Contractor and furnished by him or her in such quantities and sizes as may be required for proper examination and tests, with all freight charges prepaid and with information as to their sources.

All samples shall be submitted before shipment and in ample time to permit the making of proper tests, analyses, or examination before the time at which it is desired to incorporate the material into the work. All tests of materials

furnished by the Contractor shall be made by the Engineer. Samples shall be secured and tested whenever necessary to determine the quality of the material.

SECTION 9. PROSECUTION OF WORK

9-01. Equipment and Methods. The work under this contract shall be prosecuted with all materials, tools, machinery, apparatus and labor and by such methods as are necessary to the complete execution of everything described, shown, or reasonably implied. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment, or any of his or her methods of execution of the work, appear to the Engineer to be unsafe, inefficient, or inadequate to insure the required quality or the rate of progress of the work, he or she may order the Contractor to increase or improve his or her facilities or methods and the Contractor shall comply promptly with such orders; but, neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the Contractor from his or her obligation to secure the degree of safety, the quality of the work and the rate of progress required of the Contractor. The Contractor alone shall be responsible for the safety, adequacy and efficiency of his or her plant, equipment and methods.

9-02. Time of Completion. The Contractor shall promptly begin the work under this contract and shall complete and make ready for full use all portions of the project made the subject of this contract within the time set forth in the agreement bound herewith.

9-03. Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor. The City will consider as avoidable delays within the meaning of this contract (1) delays in the prosecution of parts of the work, which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, (2) reasonable loss of time resulting from the necessity of submitting plans to the Engineer for approval and from the making of surveys, measurements, inspections, and testing and (3) such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole work within the time herein specified.

9-04. Unavoidable Delays. Unavoidable delays in the prosecution or completion of the work under this contract shall include all delays which may result, through cause beyond the control of the Contractor and which he or she could not have provided against by the exercise of care, prudence, foresight and diligence. Orders issued by the City changing the amount of work to be done, the quantity of material to be furnished or the manner in which the work is to be prosecuted and unforeseen delays in the completion of the work of other contractors under contract with the City will be considered unavoidable delays, so far as they necessarily interfere with the Contractor's completion of the whole of the work. Delays due to normally adverse weather conditions will not be regarded as unavoidable delays. However, truly abnormal amounts of rainfall, temperatures or other weather conditions for the location of the work and time of year may be considered as unavoidable delays if those conditions necessarily cause a delay in the completion of the work.

9-05. Notice of Delays. Whenever the Contractor foresees any delay in the prosecution of the work and, in any event, immediately upon the occurrence of any delay which the contractor regards as an unavoidable delay, he or she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause, in order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues and to what extent the prosecution and completion of the work are to be delayed thereby.

9-06. Extension of Time. Should any delays occur which the Engineer may consider unavoidable, as herein defined, the Contractor shall, pursuant to his or her application, be allowed an extension of time proportional to said delay or delays, beyond the time herein set forth, in which to complete this contract; and liquidated damages for delay shall not be charged against the Contractor by the City during an extension of time granted because of unavoidable delay or delays.

Any claim by Contractor for a time extension based on unavoidable delays shall be based on written notice delivered to the Engineer within 15 days of the occurrence of the event giving rise to the claim. Failure to file said written notice within the time specified shall constitute a waiver of said claim. Notice of the full extent of the claim and all supporting data must be delivered to the Engineer within 45 days of the occurrence unless the Engineer

specifies in writing a longer period. All claims for a time extension must be approved by the Engineer and incorporated into a written change order.

9-07. Unfavorable Weather and Other Conditions. During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions approved by the Engineer, the Contractor shall be able to overcome them.

The Contractor shall be granted a time extension of one day for each unfavorable weather day which prevents him or her from placing concrete forms or placing and finishing concrete or asphalt concrete. Such unfavorable weather day is defined as a rain day where precipitation prevents the contractor from performing the work more than four (4) continuous hours within the authorized work period or a temperature day where the ambient temperature is below that specified for the placement of materials associated with the controlling work item for more than four (4) continuous work hours of the authorized work period.

9-08. Saturday, Sunday, Holiday and Night Work. No work shall be done between the hours of 6 p.m. and 7 a.m., nor on Saturdays, Sundays or legal holidays except such work as is necessary for the proper care and protection of work already performed, or except in cases of absolute necessity and in any case only with the permission of the Engineer.

It is understood, however, that night work may be established as a regular procedure by the Contractor if he or she first obtains the written permission of the Engineer and that such permission may be revoked at any time by the Engineer if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

9-09. Hours of Labor. Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by him or her in the performance of the work under this contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than 1½ times the basic rate of pay. The Contractor shall forfeit to the City, as a penalty, the sum of twenty-five dollars (\$25.00) for each workman employed in the execution of the contract by him or her or by any subcontractor, for each calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Section 1810 to 1816, inclusive, (Article 3, Chapter 1, Part 7, Division 2) of the Labor Code of the State of California and any acts amendatory thereof.

SECTION 10. PAYMENT

10-01. Certification by Engineer. All payments under this contract shall be made upon the presentation of certificates in writing from the Engineer and shall show that the work covered by the payments has been done and the payments thereof are due in accordance with this contract.

10-02. Progress Estimates and Payment. The Engineer shall, within the first seven (7) days of each month, make an estimate of the value of the work performed in accordance with this contract during the previous calendar month.

The first estimate shall be of the value of the work satisfactorily completed in place and meeting the requirements of the contract. And every subsequent estimate, except the final estimate, shall be of the value of the work satisfactorily completed in place since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this contract, the Engineer shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages to the date of said estimate, until such time as the compliance with the program has been restored.

The estimate shall be signed by the Engineer and, after approval, the City shall pay or cause to be paid to the Contractor in the manner provided by law, an amount equal to 95 percent of the estimated value of the work satisfactorily performed and complete in place.

10-03. Substitution of Securities.

1. At such times that Pubic Contract Code Section 22300 is in effect Contractor may propose the substitution of securities of at least equal market value for any moneys to be withheld to ensure performance under the Contract. Market value shall be determined as of the day prior to the date such substitution is to take place. Such substitution shall be made at the request and expense of the Contractor. The securities shall be one or more of the following types:

- (a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- (b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal agency of the United States.
- (c) Bonds of the State of California, or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.
- (d) Bonds or warrants, including, but not limited to, revenue warrants, of any county, city, metropolitan water district, California water district, California water storage district, irrigation district in the State of California, municipal utility district, or school district of the State of California, which are rated by Moody's or Standard and Poor as A or better.
- (e) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.
- (f) Commercial paper of "prime" quality as defined by a nationally recognized organization which rates such securities. Eligible paper is further limited to issuing corporations: (1) organized and operating within the United States; (2) having total assets in excess of five hundred million dollars (\$500,000,000); and (3) approved by the Pooled Money Investment Board of the State of California. Purchases of eligible commercial paper may not exceed 180 days' maturity, nor represent more than 10 percent of the outstanding paper of an issuing corporation.
- (g) Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as bankers acceptances, which are eligible for purchase by the Federal Reserve System.
- (h) Certificates of deposits issued by a nationally or state-chartered bank or savings and loan association.
- (i) The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.
- (j) Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. 1001, et seq.) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20 U.S.C. 1087-2).
- (k) Obligations issued, assumed or guaranteed by International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, or the Government Development Bank of Puerto Rico.
- (l) Bonds, debentures and notes issued by corporations organized and operating within the United States. Such securities eligible for substitution shall be within the top three ratings of a nationally recognized rating service.

2. The securities shall be deposited with City or with any commercial bank as escrow agent, who shall arrange for transfer of such securities to the Contractor upon satisfactory completion of the contract. Any interest accrued or paid on such securities shall belong to the Contractor and shall be paid upon satisfactory completion of the contract.

The market value of the securities deposited shall at all times be maintained in an amount at least equal, in the sole judgment of City, to the moneys to be withheld pursuant to the Contract Documents to ensure performance of the Contract. In order to comply with this condition, Contractor shall deposit additional securities as necessary upon request by City or the escrow agent.

3. Upon acceptance of any Proposal that includes substituting securities for amounts withheld to ensure performance, a separate escrow agreement satisfactory in form and substance to City shall be prepared and executed by City, the Contractor and the escrow agent, which may be City. The escrow agreement shall specify, among other matters, value of securities to be deposited; procedures for valuing the securities and for adding or withdrawing securities to maintain the market value of the deposited securities at least equal to the amount of moneys which would otherwise be withheld; the terms and conditions of conversion to cash in case of the default by the Contractor; and terms, conditions and procedure for termination of the escrow. City shall have no obligation to enter any such Agreement that does not provide the City with the unilateral right to convert securities to cash and to gain immediate possession of the cash.

10-04. Acceptance. The work must be accepted by vote of the City Council of the City of Ukiah when the whole shall have been completed satisfactorily. The Contractor shall notify the Engineer, in writing, of the completion of the work, whereupon the Engineer shall promptly, by personal inspection, satisfy himself as to the actual completion of the work in accordance with the terms of the contract and shall thereupon recommend acceptance by the City Council.

10-05. Final Estimate and Payment. The Engineer shall, as soon as practicable after the final acceptance of the work done under this contract, make a final estimate of the amount of work done thereunder and the value thereof.

Such final estimate shall be signed by the Engineer, and after approval, the City shall pay or cause to be paid to the Contractor, in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of this contract prescribe.

In no case will final payment be made in less than thirty-five (35) days after the filing of the notice of completion with the County Recorder.

10-06. Delay Payments. Should any payment due the Contractor or any estimate be delayed, through fault of the City beyond the time stipulated, such delay shall not constitute a breach of contract or be the basis for a claim for damages, but the City shall pay the Contractor interest on the amount of the payment at the rate of 6 percent per annum for the period of such delay. The terms for which interest will be paid shall be reckoned, in the case of any monthly or progress payment, from the twentieth day of the month next succeeding the month in which the work was performed to the date of payment of the estimate; and in the case of the final estimate, from the forty-fifth day after acceptance to the date of payment of the final estimate.

The date of payment of any estimate shall be considered the day on which the payment is offered or mailed as evidenced by the records of the Treasurer of the City. If interest shall become due on any delayed payment, the amount thereof, as determined by the City, shall be added to a succeeding payment. If the interest shall become due on the final payment, it shall be paid on a supplementary voucher to interest or any sum or sums which, by the terms of this contract, the City is authorized to reserve or retain.

10-07. Extra Work and Work Omitted. Whenever corrections, alterations, or modifications of the work under this contract ordered by the Engineer and approved by the City increase the amount of work to be done, such added work shall be known as "extra work"; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as "work omitted".

When the Contractor considers that any changes ordered involve extra work, he or she shall immediately notify the Engineer in writing and subsequently keep him or her informed as to when and where extra work is to be performed and shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed to be extra work was performed and he or she shall submit a daily complete statement of

materials and labor used and expenses incurred on account of extra work performed, showing allocation of all materials, labor and expenses.

All such claims shall state the date of the Engineer's written order and the date of approval by the City authorizing the work on account of which claim is made. Unless such notification is made in writing within the time specified and unless complete statements of materials used and expenses incurred on account of such extra work are furnished as above required, the Contractor shall not be entitled to payment on account of extra work and Contractor shall be deemed to have waived the right to make any future claims for compensation for such extra work.

When changes decrease the amount of work to be done, they shall not constitute a claim for damages on account of anticipated profits on the work that may be omitted.

10-08. Compensation for Extra Work or Work Omitted. Whenever corrections, additions, or modifications in the work under this contract change the amount of work to be done or the amount of compensation due the Contractor, excepting increases or decreases in contract items having unit contract prices for each measurable quantity installed in place, and such changes have been ordered in writing by the Engineer and approved by the City prior to the Contractor performing the extra work, then a price may be agreed upon. Failing such an agreement in price, the Contractor shall be compensated for performing extra work pursuant to the provisions of Section 4-1.03 D, "Extra Work", and Section 9-1.03, "Force Account Payment" of the Standard Specifications.

This method of determining the price of work shall not apply to the performance of any work which is required or reasonably implied to be performed or furnished under this contract.

10-09. Compensation to the City for Extension of Time. In case the work called for under this contract is not completed within the time limit stipulated herein, the City shall have the right as provided hereinabove, to extend the time of completion thereof. If the time limit be so extended, the City shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to the City of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final unavoidable delays shall not be included in such charges.

10-10. Liquidated Damages for Delay. It is agreed by the parties to the contract that time is of the essence and that, in case all the work is not completed before or upon the expiration of the time limit as set forth, damage, other than those cost items identified in section 10-09, will be sustained by the City and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and it is therefore agreed that the Contractor will pay to the City the sum of five hundred dollars (\$500.00) per day for each and every calendar day's delay beyond the time prescribed.

In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing the work due solely to the fault of the City, where such delay is unreasonable under the circumstances and not contemplated by the parties. The Contractor and City agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of \$250 per day of delay in excess of the time specified for the completion of the work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

SECTION 11. MISCELLANEOUS

11-01. Notice. Whenever any provision of the contract documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. If mailed, the notice shall be deemed received on the date of delivery stated in the return receipt.

11-02. Computation of Time. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

11-03. Claims Procedure

Contractor shall timely comply with all notices and requests for changes to the contract time or contract price, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the contract time or contract price, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the contract or at law.

A. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.

B. **Claims.** For purposes of this Article, "Claim" means a separate demand by the Contractor, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the District. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order. Claims governed by this Article must be filed no later than the date of final payment. The claim shall be submitted in writing to the District and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

C. **Supporting Documentation.** The Contractor shall submit all claims in the following format:

Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

List of documents relating to claim:

Specifications

Drawings

Clarifications (Requests for Information)

Schedules

Other

Chronology of events and correspondence

Analysis of claim merit

Analysis of claim cost

Time impact analysis in CPM format

If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

D. **City's Response.** Upon receipt of a claim pursuant to this Article, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City's governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City's governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$15,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

E. Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

F. Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

The mediation shall be held no earlier than the date the Contractor completes the work or the date that the Contractor last performs work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

G. Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

H. Civil Actions. The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:

Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation

was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

I. Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. **A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**

J. Non-Waiver. The City's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

11-04. Litigation and Forum Selection. Contractor and City stipulate and agree that any litigation relating to the enforcement or interpretation of this contract, arising out of Contractor's performance or relating in any way to the work shall be brought in Mendocino County and that venue will lie in Mendocino County.

Except as otherwise expressly provided by law, the parties waive any objections they might otherwise have to the propriety of jurisdiction or venue in the state courts in Mendocino County and agree that California law shall govern any such litigation.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City thereunder, shall be in addition to and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guaranty, or by other provisions of the contract documents and the provisions of this paragraph shall be as effective as if repeated specifically in the contract documents in connection with each particular duty, obligation, right and remedy to which they apply. All warranties and guaranties made in the contract document shall survive final payment and termination or completion of this contract. The City disclaims an express or implied warranty that the plans and specifications identify all site conditions that could affect the time or cost to complete the Work.

11-05. Waiver. The Contractor shall strictly comply with all notices and other contract requirements. Waiver by the City of any failure of the Contractor to comply with any term of the contract, including the notice provisions, shall not be deemed a waiver of a subsequent breach.

TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-01. Location and Scope of Work. All of the work to be performed is within the City of Ukiah and consists of completing the conversion of electrical overhead services to underground services at various locations on Gobbi Street, Leslie Street and Marshall Street.

The Contractor should familiarize himself with the local conditions of the project sites. Failure to do so will in no way relieve him of the responsibility for performing any of the work or operations required as a part of this contract. Further information regarding the work or these specifications can be obtained from Mary Horger at (707) 463-6233.

12-02. Arrangement of Technical Specifications. The Technical Specifications are arranged in sections covering the various phases of work as follows:

Section No.	Title
12	General Information
13	Construction Details
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-03. Arrangement of Plans. General locations and linear quantities of the work are shown in Appendix "A". A map will be provided to the successful bidder showing the exact locations of the work to be done.

12-04. Business Licenses. The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

12-05. Permits. The Contractor shall provide, procure, and pay for all permits required to complete this work.

12-06. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation, 2018, are hereby made a part of these Special Provisions and are hereinafter referred to as "California Standard Specifications" and "California Standard Plans."

Whenever in the California Standard Specifications and the California Standard Plans the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation - The City Council.

Director of Public Works - The City of Ukiah Director of Public Works.

Engineer - The Engineer, designated by the City Council, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory - The designated laboratory authorized by the City of Ukiah to test materials and work involved in the contract.

State - The City of Ukiah

Other terms appearing in the California Standard Specifications and the California Standard Plans shall have the intent and meaning specified in Section I, Definition of Terms of the California Standard Specifications.

In case of discrepancy between the contract documents, the order of precedence from the highest to lowest is as follows:

1. (City) Special Provisions
2. (City) Project Plans

3. City Standard Plans and Details
4. California Standard Plans
5. California Standard Specifications

12-07. Temporary Facilities. All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the work.

12-08. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass the work.

12-09. Maintaining Traffic. Attention is directed to Section 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 7-1.092, "Lane Closure," and 7-1.095, "Flagging Costs," of the California Standard Specifications.

Streets shall be open to through vehicular traffic during non-working hours. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

Full costs for "Maintaining Traffic", including "Flagging Costs", shall be considered as included in the various items of work and no additional compensation will be made.

12-10. Stream Pollution. The Contractor shall exercise every reasonable precaution to prevent muddying or silting of live streams, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

12-11. Warranties. Unless otherwise indicated, the Contractor shall warrant all materials provided and work performed under this contract for a period of one year from the date of final acceptance. He shall replace promptly and at his own expense any materials and/or workmanship which fail during this warranty period.

12-12. Utilities. No water, sewer or electrical services will be provided by the owner. It is the Contractor's sole responsibility to arrange such services as necessary.

12-13. Preconstruction Conference. A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, schedule for work, and among other items, the responsibilities and procedures of each of the interested parties to assure that the project will be completed in accordance with the contract documents.

12-14. Safety Requirements. The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 FCS Part 1518, 36 CFR 7340)", with additions or modifications thereto, in effect during construction of this project.

SECTION 13 - CONSTRUCTION DETAILS

13-01. Background. The City of Ukiah is seeking bids to complete the conversion of electrical overhead services to underground services at various locations on Gobbi Street, Leslie Street and Marshall Street. The project consists of installation of new conduit from stub conduit located near each panel location to a new lockable gutter termination, or from an existing weatherhead to a new weatherhead, or any configuration provided by the City of Ukiah Electrical Department (See Appendices for location specific drawings). Additionally, it requires removal and disposal of all existing un-used conduit, brackets, flashing and weatherheads. The contractor will be required to match all building paint colors, roofing shingles, roof designs, making sure all roofing is sealed and secured from rain. Any damages to the building, yards or landscaping are to be fully repaired. All buildings have been identified for the type of conversion (See Table 1).

13-02. Work Requirements.

- a. Work will be performed between the hours of 7:00 AM and 5:00 PM, Monday through Friday. The Contractor must receive the approval of the Electric Utility Department, or authorized representative, prior to commencing any work at each location.
- b. Contractor shall notify all property owners 48 hours in advance of any construction or disruption of traffic flow impacting the property.
- c. Contractor shall be responsible for all permits required to perform the work. Including all electrical, roofing and construction repairs.
- d. Encroachment permit will be issued at no cost. Building permits must be obtained through the City of Ukiah building department and shall be included in bid (See line item # 10).
- e. Contractor shall hire a licensed roofing professional to repair all roof structures.
- f. Contractor shall maintain an adequate crew of employees to perform the service required.
- g. Unit prices quoted shall include **all** equipment, material, tools, and labor required to complete the work.
- h. Contractor shall be responsible for any damage to private property resulting directly or indirectly from Contractor's actions.
- i. All employees of Contractor shall wear a uniform or shirt that clearly identifies the company.
- j. Contractor shall provide a list of employees' names, dates worked, and hour worked on each date, for each project or job within the City of Ukiah, if requested.
- k. Contractor agrees to require his/her employee to always present a neat appearance while engaged in the performance of their duties and maintain good bearing towards the public. Should, for any reason, an employee is unsatisfactory in the opinion of the authorized representative, the Contractor, when notified in writing, shall cause the employee to be removed from the project or job and replaced by an employee satisfactory to the authorized representative.
- l. Contractor shall provide, for all projects, a supervisor/foreman, when requested, with a minimum of five (5) years of experience related to the electrical industry. The supervisor/foreman shall remain on-site during the entire job, when requested.
- m. Contractor shall use and furnish all vehicles and equipment necessary for the satisfactory performance of the work set forth in this Scope of Work. All vehicles and equipment shall display the name and/or logo of Contractor's company. The name and logo shall be large enough to be easily legible from fifty (50) feet, during their work.
- n. Contractor shall keep all vehicles and equipment in a neat and clean appearance and maintained in excellent mechanical condition.
- o. The Contractor shall verify the location of all utilities prior to repair or maintenance and shall be held liable for all damages incurred due to Contractor's work-related operations.
- p. The Contractor must remain within the work areas to the best of their ability. Contractor shall further protect property and facilities adjacent to the work areas and all property and facilities within the work areas. After completion of work, the project area shall be clean and in the original condition. All public or privately-owned improvements and facilities shall be restored to their original condition and location. In the event improvements of the facilities are damaged, they shall be replaced with new materials equal or better to the original. Contractor shall repair such damage at their expense.
- q. Contractor must take all due precautionary measures to protect all the existing utilities. The Contractor's attention is directed to the one-call utility notification service provided by Underground Service Alert (USA). USA member utilities will provide the Contractor with the locations of their

substructures when given at least 48 hours' notice. Such request should be requested through USA @ 811 or 800-227- 2600.

13-03. Project Tasks.

- a. Locate underground electric conduit stub, install a new 8"x8"x16" lockable gutter box in location to intercept both underground and overhead conduits, extend rigid steel conduit and/or cut conduits to gutter, complete terminations in gutter, remove old weatherhead and conduit from the new gutter location and patch the roof to match the existing. Flashing, water proofing and any roof repairs must be made according to the manufacturer's specifications (See Appendices for typical gutter install and roof repair diagrams). The electrical contractor may also be required to troubleshoot breakers and fuses, locate underground electric conduit stub, extend to roof using rigid steel conduit, place weatherhead and terminate to old weatherhead.
- b. Refer Table 1 "Gobbi Street Overhead to Underground Panel Conversions sheet" to see if the City is requesting a Specialized design for a property (See Appendices for location specific requirements).
- c. All boxes must be sealed watertight.
- d. Roof repairs: All roof repairs must be completed by a licensed roofing contractor. Roof repairs must be sealed and watertight and must be completed in accordance with the roofing manufacturer's specifications.
- e. Any damaged landscaping must be repaired to match existing or better. Any damaged plants shall be replaced.
- f. All work performed shall be in accordance with all local, State and Federal guidelines and follow all California Electric Code and NFPA Standards.
- g. Contractor is responsible for any leaks or issues for one year following completion of the work.

(This section is left intentionally blank.)

TABLE 1

GOBBI STREET OVERHEAD TO UNDERGROUND SERVICE CONVERSIONS					
Line No.	ADDRESS	TYPICAL GUTTER INSTALL (FIGURE "A")	SPECIALIZED DESIGN	400 AMP CT DISCONNECT	ROOF REPAIR (FIGURE "B")
1	703 S. STATE	X	X		X
	Note: 2-4" pvc Rigid Conduits to extend through building to a gutter above existing panel.				
2	157 E. GOBBI	X	X		X
	Note: rigid conduit to go between windows and around back corner to new gutter over panel.				
3	154 E. GOBBI	X			X
4	160 E. GOBBI	X			X
5	166 E. GOBBI	X	X		X
	Note: Meter panel is in a wood cabinet. New gutter box to be vertical.				
6	600 MARSHALL	X	X		X
	Note: Figure "A" - must remove all existing conduit and patch holes and match paint				
7	608 MARSHAL	X	X		X
	Note: Extra long gutter box, gas main directly under panel (stay 3' away)				
8	609 & 609A MARSHALL	X	X		X
	Note: Figure "A" - must remove all existing conduit and patch holes and match paint				
9	619 MARSHALL	X			X
10	629 MARSHALL				X
11	618 & 628 MARSHALL	X			X
12	639 MARSHALL	X			
13	649 MARSHALL	X			X
14	659 MARSHALL	X			X
15	653 MARSHALL	X			X
16	668 MARSHALL		X		X
	Note: All the way in the backyard, possible busbar gutter box				
17	679 MARSHALL	X			X
18	178 E. GOBBI	X		X	
	Note: 10' above gas main and paint. (see drawing)				
19	671, 669 & 667 LESLIE	X			X
20	661, 663 & 665 LESLIE	X			X
	Note: House meter, seven total #1s, roof repair each				
21	653, 651 & 649 LESLIE	X			X

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

14.01. Provisions to be Excluded from General Conditions. The following designated provisions of the General Conditions are hereby determined to be inapplicable to the proposed work and, therefore, are hereby excluded from the terms of the Notice to Bidders, Proposal, Agreement and other contract documents as though entirely omitted from said General Conditions:

- (1) Section 6-02. Office at the Site
- (2) Section 7-03. Surveys

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

15-01. Sections of General Conditions to be Amended.

The following designated sections of the Special Provisions are hereby amended to read as follows:

No amendments.

BID SUBMITTAL CHECKLIST

The following is a checklist to assist you in your submission of your bid documents. Please make sure you include the following when submitting your bid documents to reduce the risk of having your bid rejected:

Did you include?...

- o **Proposal** (Page 32)
 - Unit prices filled out clearly.
 - Extended prices filled out clearly and calculated correctly
 - Total bid amount filled out clearly and calculated correctly
 - Sign the proposal, and provide complete information
 - CLSB No. and expiration date
 - Department of Industrial Relations Public Works Contractor Registration Number
- o **Fair Employment Practices Certification** (Page 36)
 - Filled out completely per instruction
- o **Worker's Compensation Certificate** (Page 37)
 - Filled out completely per instruction
- o **Certification of Non-Discrimination in Employment** (Page 38)
 - Filled out completely per instruction
- o **List of Proposed Subcontractors** (Page 39)
 - Filled out completely per instruction
- o **Statement of Experience** (Page 40)
- o **Signature of Bidder** (Page 41)
 - Filled out completely per instruction
 - Authorized signature provided
- o **Bidder's Bond** (Page 42)
 - Filled out completely per instruction
- o **Non-Collusion Affidavit** (Page 43)
 - Filled out completely per instruction
 - Notarized
- o **Addenda Issued**
 - Check the City website for any addenda issued: www.cityofukiah.com/purchasing.

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA
PROPOSAL**

**FOR
GOBBI STREET ELECTRIC SERVICE OVERHEAD TO UNDERGROUND CONVERSION**

Specification No. 22-09

The undersigned, as bidder,
declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

- 1) that he or she will contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the agreement herein contained
 - a) to provide all necessary machinery, tools, apparatus and other means of construction;
 - b) to furnish all materials;
 - c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City Engineer;
 - d) to pay all charges of freight transportation and hauling;
- 2) that he or she indemnifies the City against any loss or damage arising from any act of the undersigned as Contractor; and
- 3) that he or she will accept as full payment therefor the following sums:

BIDDING SCHEDULE

In the case of any discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, or in the case of lump sum items, is not the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price;
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The Total Base Bid shall be the sum of the items in the "Total" column. In case of discrepancy between the sum of the items in the "Total" column and the amount entered as Total Base Bid, the sum of the "Total" column items shall prevail. The bid comparison will be based on the sum of the items in the "total" column for each bidder.

The Unit prices for the various Construction Items below include all costs associated with the General Conditions, Special Provisions, Requirements of the Construction Contract, and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Construction Documents, including all elements, work components, accessories, and connections, shown in applicable details or required to yield a complete, sound and functional component or system appropriate for its intended function, whether or not such is specifically described or listed in any description of measurement or payment. The total amount of the Construction items below shall represent the total and complete cost of the fully functional Project. All work not specifically listed below be required to complete the work of the various construction items and the cost of such shall be considered as included throughout the various unit prices indicated.

Lowest bid will be based on the lowest Base Bid.

NAME OF BIDDER:

SPEC #:

PROJECT NAME:

22-09

GOBBI STREET ELECTRIC SERVICE OVERHEAD TO UNDERGROUND
CONVERSION

ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
1	Typical Gutter Over Panel Installation (plus Specialized Design) (Location per Table 1, Page 29, Line 1.)	EA	1	\$ _____	\$ _____
2	Typical Gutter Over Panel Installation (plus Specialized Design) (Locations per Table 1, Page 29, Lines 2, 6, and 8.)	EA	4	\$ _____	\$ _____
3	Typical Gutter Over Panel Installation (Locations per Table 1, Page 29, Lines 3, 4, 9, 11, 13, 14, 15, 17, 19, 20 and 21.)	EA	18	\$ _____	\$ _____
4	Typical Gutter Over Panel Installation (plus Specialized Design) (Locations per Table 1, Page 29, Line 5.)	EA	1	\$ _____	\$ _____
5	Typical Gutter Over Panel Installation (400 Amp CT Disconnect) (Location per Table 1, Page 29, Line 18.)	EA	1	\$ _____	\$ _____
6	Typical Gutter Over Panel Installation (plus Specialized Design) (Location per Table 1, Page 29, Line 7.)	EA	1	\$ _____	\$ _____
7	Roof Repair only (Location per Table 1, Page 29, Line 10.)	EA	1	\$ _____	\$ _____
8	Typical Gutter Over Panel Installation (No Roof Repair) (Location per Table 1, Page 29, Line 12.)	EA	1	\$ _____	\$ _____
9	(Roof Repair plus Specialized Design) (Location per Table 1, Page 29, Line 16.)	EA	1	\$ _____	\$ _____
10	Building Permit	EA	29	\$ _____	\$ _____
TOTAL BID ==>>					\$ _____

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid from a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of _____, 20____.

Licensed in accordance with an act providing for the registration of California Contractors License No. _____, expiration date _____.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works Contractor Registration Number: _____

Signature of bidder or bidders, with business name, address, phone number and fax number:

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: _____

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

GOBBI STREET ELECTRIC SERVICE OVERHEAD TO UNDERGROUND CONVERSION

(Signature of Bidder)

Business Mailing Address:

Business Location:

(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this _____ day of _____, 200_____

Signature of Bidder, with Business Address:

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

The bidder represents that he or she has/has not, participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he or she has/has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards.

Signature and address of Bidder:

_____ Date _____

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the California Public Contract Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the total bid and (b) the California Contractor License Number for each subcontractor, and (c) the portion of the work to be done by each subcontractor. (See General Conditions Section 1-09.) Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK

The bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the City Council to judge of his or her experience, skill and business standing and his or her ability to conduct work as completely and rapidly as required under the terms of the contract.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SIGNATURE(S) OF BIDDER

Accompanying this proposal is _____
(insert the words "cash (\$)", "cashier's check" or "bidder's bond", as the case may be) in an amount equal to at least 10 percent of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, provide the legal name of corporation and also the names of the president, secretary, treasurer and manager thereof. If a co-partnership, provide the true name of firm and also the names of all individual co-partners composing the firm. If bidder or other interested person is an individual, provide the first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors:

License No. _____, License Expiration Date _____.

Signature(s) of Bidder: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business address: _____

Place of residence: _____

Dated: _____

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as PRINCIPAL and

_____, as SURETY,

are held and firmly bound unto the City of Ukiah in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Ukiah, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City Clerk to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on January 5, 2023 for GOBBI STREET ELECTRIC SERVICE OVERHEAD TO UNDERGROUND CONVERSION.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the City of Ukiah, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 20_____.

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Address: _____

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing GOBBI STREET ELECTRIC SERVICE OVERHEAD TO UNDERGROUND CONVERSION by contract, being duly sworn, deposes and says:

that he or she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Signature(s) of Bidder

Business Address: _____

Place of Residence: _____

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the County of _____, State of California.

My Commission Expires _____, 20 ____.

CITY OF UKIAH
Mendocino County, California

AGREEMENT

FOR

GOBBI STREET ELECTRIC SERVICE OVERHEAD TO UNDERGROUND CONVERSION

Specification No. 22-09

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Ukiah, Mendocino County, California, hereinafter called the City and _____ hereinafter called the Contractor,

WITNESSETH:

WHEREAS, the City has caused to be prepared in accordance with law, specifications, drawings and other contract documents for the work herein described and shown and has approved and adopted these contract documents, specifications and drawings and has caused to be published in the manner and for the time required by law a notice to bidders inviting sealed proposals for doing the work in accordance with the terms of this contract and

WHEREAS, the Contractor, in response to the notice to bidders, has submitted to the City a sealed proposal accompanied by a proposal guaranty in an amount of not less than 10 percent of the bid price for the construction of the proposed work in accordance with the terms of this contract and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted and as a result has determined and declared the Contractor to be the lowest and best regular responsible bidder for the work and for the sums named in the proposal,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

Article 1. Work to be Done and Contract Days Allowed.

That the Contractor shall provide all necessary machinery, tools, apparatus, and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other contract documents hereto attached and according to such instructions as may be given by the Engineer. The Contractor shall complete the work within forty five (45) working days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer

Article II. Contract Prices.

That the City shall pay the Contractor the prices stated in the proposal submitted by the Contractor, for complete performance of the contract by the Contractor. The Contractor hereby agrees to accept the prices as full compensation for all material and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses of the work, as herein specified; for all liability and other insurance, for all overhead and other expenses incident to the work; all according to the Contract Drawings, the Special Provisions, the Details, the instructions and the requirements of the City.

Article III. Labor Discrimination.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

In connection with the performance of work under this contract, the Contractor agrees as follows:

- (a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.
- (b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.
- (c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, City of Ukiah or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
- (d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

The City of Ukiah shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor has

violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the City shall notify the Contractor that unless he or she demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his or her pre-qualification rating will be revoked at the expiration of such period.

- (e) The Contractor agrees that should the City determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to the City, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The City may deduct any such damages from any monies due the Contractor.
- (f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the City or the State of California from pursuing any other remedies that may be available at law.
- (g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
 - (1) The Contractor shall provide evidence, as required by the City that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - (2) The Contractor shall provide evidence, as required by the City, that he or she has notified all sources of employees' referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - (3) The Contractor shall file a basic compliance report, as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
 - (4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:
 - a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.
 - b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given and equal opportunity for employment.
 - (5) The Contractor shall notify the City of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
- (h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.

- (i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.

1. Notice to Bidders
2. Wage Rates
3. General Conditions
4. Technical Specifications
5. Proposal
6. Fair Employment Practices Certification
7. Agreement
8. Contract Bonds
9. Contract Drawings and Construction Details
10. Standard Drawings
11. Indemnification Agreement

IN WITNESS WHEREOF, this contract being executed in duplicate and the parties having caused their names to be signed by authority of their duly authorized office this _____ day of _____, 20____.

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____
CITY MANAGER, CITY OF UKIAH

Attest: _____
CITY CLERK, CITY OF UKIAH

By: _____
CONTRACTOR

Attest: _____

Title: _____

The foregoing contract is approved as to form and legality this _____ day of _____, 20____.

CITY ATTORNEY, CITY OF UKIAH

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on _____, 20____, by and between the City of Ukiah (Ukiah) and _____ (Contractor).

Contractor is

_____ for Ukiah.

As a condition of issuing the work order, attached hereto, Ukiah requires assurance that Contractor will protect Ukiah from damage or damage claims which arise from its performance of the work.

Accordingly, Contractor agrees as follows:

1. **Indemnification.** Contractor shall indemnify and hold harmless Ukiah and its officers, agents, and employees from and against any claim, loss, or damage, including the legal and other costs of defending against any claim of damage or loss which arises out of the Contractor's negligent or wrongful performance under the work order attached hereto, except for claims, losses, or damages resulting from the sole and exclusive negligence or other wrongful conduct of Ukiah or its officers, agents and employees.

CONTRACTOR

BY: _____

TITLE: _____

CITY OF UKIAH
Mendocino County, California

PERFORMANCE BOND

BOND No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ukiah, organized and operating under the laws of the State of California, (hereinafter referred to as the "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for Contract No. _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract for the Project dated _____, (hereinafter referred to, together with all attachments and exhibits thereto, as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____, as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held firmly bound until the City in the sum of _____ (\$ _____), for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract

price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs by the City pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 2022.

(Corporate Seal)

Contractor/Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or

Representative for service of process in

California, if different from above)

(Telephone number of Surety and Agent
or Representative for service of process in California)

CITY OF UKIAH
Mendocino County, California

PAYMENT BOND

BOND No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Ukiah ("City") has awarded to _____ ("Contractor/Principal") a contract (City Agreement No. _____, dated _____, _____, referred to as the "Agreement") for the work described as _____. The Agreement is incorporated by this reference into this Payment Bond ("Bond"); and

WHEREAS, Contractor/Principal is required to furnish a bond in connection with the Agreement and pursuant to California Civil Code section 9550;

NOW, THEREFORE, we _____, the undersigned Contractor/Principal, and _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held firmly bound until the City, and to any and all persons, companies, or corporations entitled by law to file stop payment notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \$_____, for which payment will and truly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor/Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550, et seq.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescissions or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is give; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and Contractor/Principal or on the part of any oblige named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of section 2819 and 2845 of the California Civil Code.

Any notice to Surety may be given in the manner specified in the Agreement and delivered or transmitted to Surety as follows:

Attn: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

IN WITNESS WHEREOF, two identical counterparts of this Bond, each of which shall for all purposes be deemed an original thereof, have been duly executed by Contractor/Principal and Surety above named, on the ____ day of _____, 202__.

Contractor/Principal (SEAL)

By _____
Contractor's Representative

Contractor/Principal's Address

City, State, Zip

Surety (SEAL)

By _____
Surety's Representative

Surety's Address

City, State, Zip

Telephone Number

NOTE: Signatures of those executing for Surety must be properly acknowledged, The bond must be accompanied by a properly acknowledged Power of Attorney from the Surety authorizing its agent to bind it to this bond. A copy of such Power of Attorney must be in file with the City.

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than required by the Specifications.
4. If the Principals are partners or joint venturers, each member shall execute the bond as an individual and state his place of residence.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal.
If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the Contract.
9. The following information must be placed on the bond by the surety company:
 - a. The rate of premium in dollars per thousand; and
 - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

CITY OF UKIAH

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____,
_____, as **PRINCIPAL**
and _____,
_____, as **SURETY**,
are held and firmly bound unto the **City of Ukiah** as Obligee, in the penal sum of

_____, (\$ _____),
(5 PERCENT OF THE FINAL CONTRACT AMOUNT)

to which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the City of Ukiah
dated _____
for _____

WHEREAS, said Contract has been completed, and was approved on the _____ day of _____,
_____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of one (1) year following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the surety assumes no liability for such a guarantee.

Signed, sealed, and dated this _____ day of _____, 20____.

_____(Seal)

BY: _____(Seal)

_____(Seal)

Principal

_____(Seal)

BY: _____(Seal)

_____(Seal)

Surety

CERTIFICATE OF INSURANCE
CITY OF UKIAH

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES BELOW.

COMPANIES
BEST'S RATING

COMPANY

LETTER A

COMPANY

LETTER B

COMPANY

LETTER C

COMPANY

LETTER D

COMPANY

LETTER E

INSURED

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY ☐ COMMERCIAL ☐ CLAIMS MADE ☐ OCCURRENCE ☐ OWNER'S & CONTRACTOR'S PROT. ☐ OTHER				GENERAL AGGREGATE	\$
					PRODUCTS COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (any one fire)	\$
					MEDICAL EXPENSES (any one person)	\$
	AUTOMOTIVE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (per person)	\$
					BODILY INJURY (per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY ☐ UMBRELLA ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	☐ WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY	
					EACH ACCIDENT	\$
					DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
	PROPERTY DAMAGE ☐ COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

THE FOLLOWING PROVISIONS APPLY:

- None of the above-described policies will be canceled until after 30 day's written notice has been given to the City at the address indicated below.
- The City, its officials, officers, employees, and volunteers are added as insureds on all Liability Insurance Policies listed above.
- It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with, the insurance described above.
- The City is named a loss payee on The Property Insurance Policies described above, if any.
- All rights of subrogation under the Property Insurance Policy listed above have been waived against the City.
- The Worker's Compensation Insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

INSURER:

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER:

FORM CG 20 10 11 85 (MODIFIED)

ENDORSEMENT NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED ----- OWNERS, LESSEES OR
CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)	Location(s) of Covered Operations
City of Ukiah, its officers, officials, employees and volunteers 300 Seminary Avenue Ukiah, CA 95482	

If no entry appears above, information required to complete this endorsement will be shown in
Declarations as applicable to this endorsement.

Section II WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the
Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of "your
work" performed for that insured.

Modifications to ISO form CG20 10 1185:

The insured scheduled above includes the insured's elected or appointed officers, officials, employees and volunteers.
This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an
unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any
other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called
upon to contribute with it.

The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified
mail, return receipt requested, has been given to the City.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case
where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the
Civil Code.

Signature-Authorized Representative

Address

Phone Number

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT Endorsement No. _____ FOR _____ City of Ukiah _____ (the "City") Issue Date: _____	
PRODUCER Telephone: (_____) _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in limits ☐ In addition to limits ☐ Deductible ☐ Self Insured Retention (check which) of \$ _____
NAMED INSURED	APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS
TYPE OF INSURANCE ☐ COMMERCIAL ☐ BUSINESS AUTO POLICY ☐ OTHER	OTHER PROVISIONS
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ _____ Telephone: (_____) _____
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. INSURED: The City, its officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, or for which the Named Insured is responsible. 2. CONTRIBUTION NOT REQUIRED: As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall: (a) be primary insurance as respects the City, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees, and volunteers shall be excess of the Named Insured's insurance and not contribute with it. 3. CANCELLATION NOTICE: With respect to the interests of the City, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City. 4. SCOPE OF COVERAGE: This policy affords coverage at least as broad as: (1) If primary, insurance Services Office form number CA0001 (Ed. 1/87), Code 1 (Any auto); or (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.	
ENDORSEMENT HOLDER	AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____
CITY City of Ukiah 300 Seminary Avenue Ukiah, California 95482-5400	I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date signed: _____

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENTFOR City of Ukiah (the "City")

Endorsement No. _____

Issue Date: _____

PRODUCER

Telephone: (_____) _____

POLICY INFORMATION:

Insurance Company: _____

Policy No. _____

Policy Period: (from) _____ (to) _____

NAMED INSURED**OTHER PROVISIONS**

CLAIMS: (Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (_____) _____

EMPLOYERS LIABILITY LIMITS

\$ _____ (Each Accident)

\$ _____ (Disease - Policy Limit)

\$ _____ (Disease - Each Employee)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE: This insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
2. WAIVER OF SUBROGATION: This Insurance Company agrees to waive all rights of subrogation against the City, its officer, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER**CITY**

City of Ukiah

300 Seminary Avenue

Ukiah, California 95482-5400

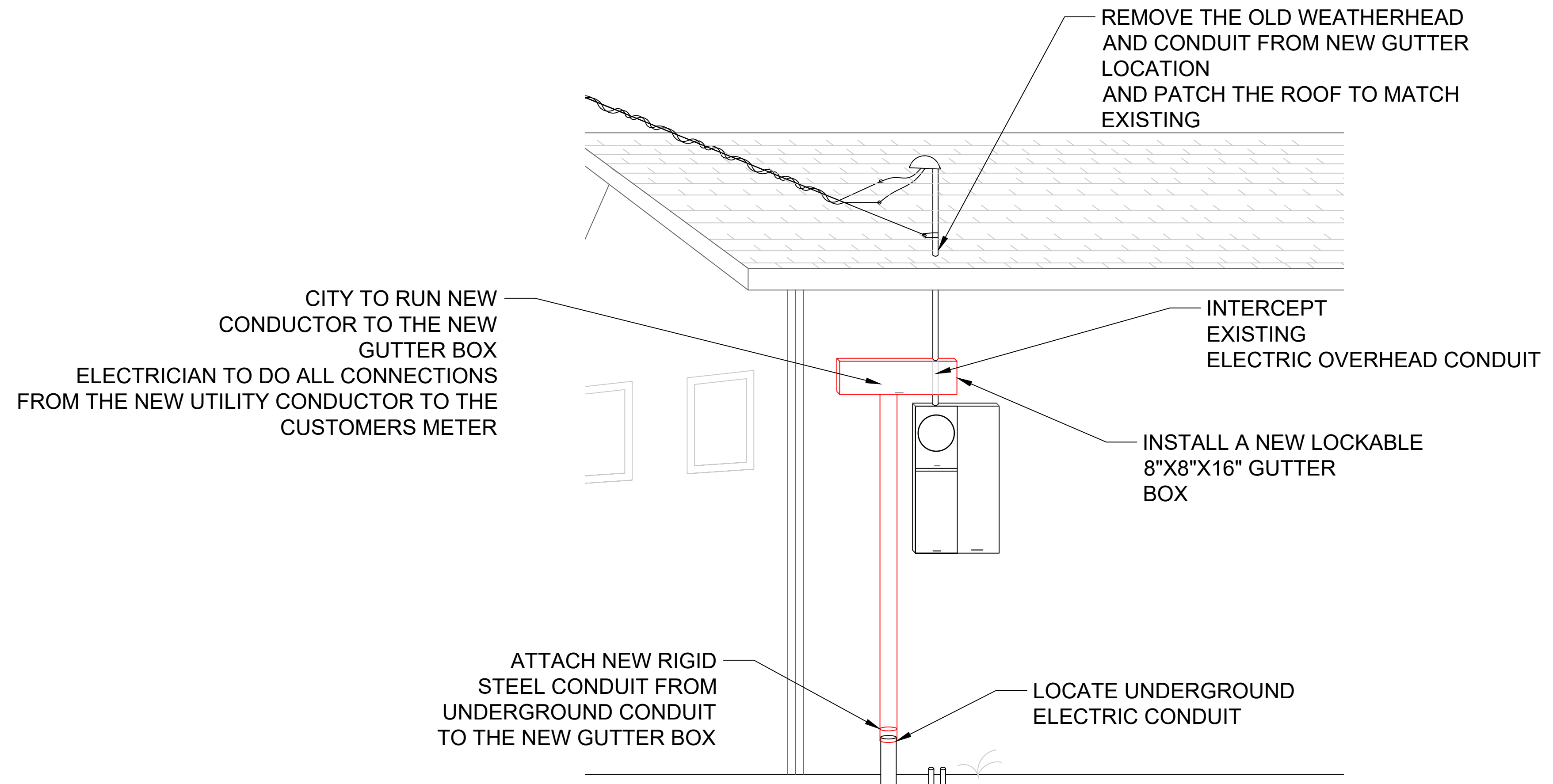
AUTHORIZED ☐ Broker/Agent ☐ Underwriter ☐**REPRESENTATIVE**

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

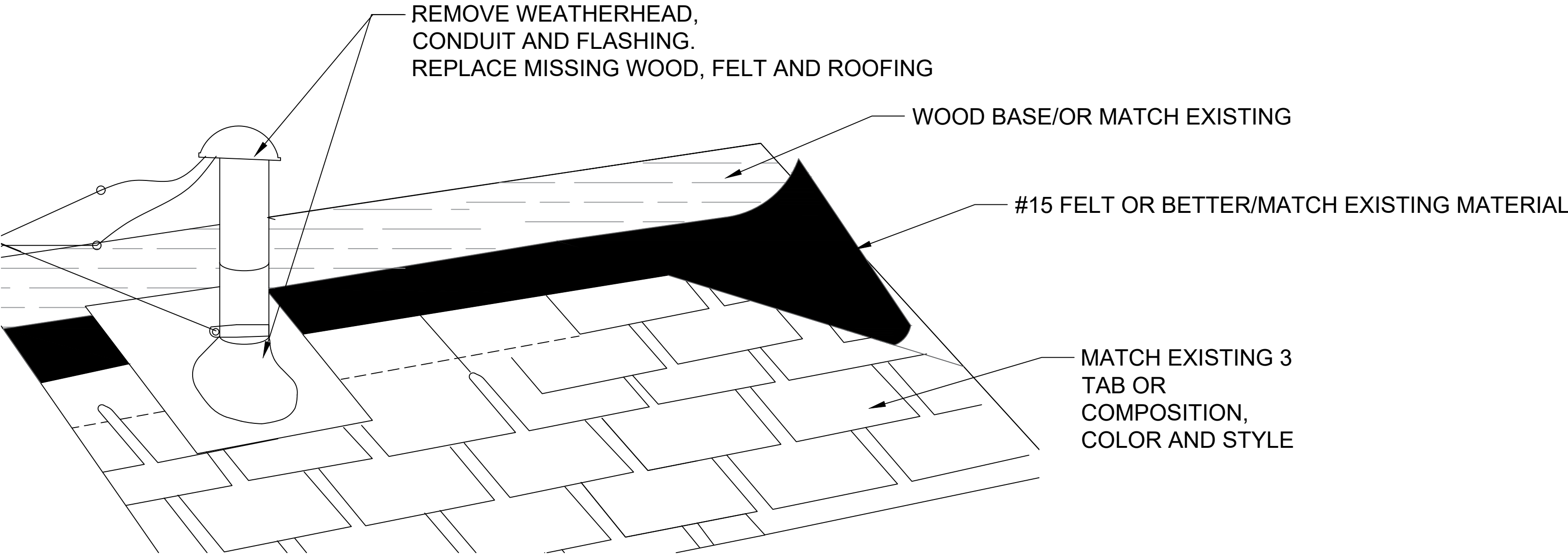
Telephone: (_____) _____ Date signed: _____

FIGURE A



TYPICAL GUTTER INSTALL		
DATE:	3/11/2021	REV.#:
DWG BY:	sbozzoli	W/O #:
APPROVED BY:		PAGE: 1 of 1

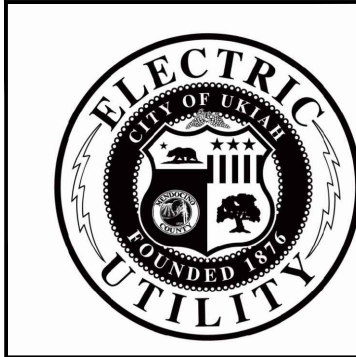
FIGURE B



NOTE:

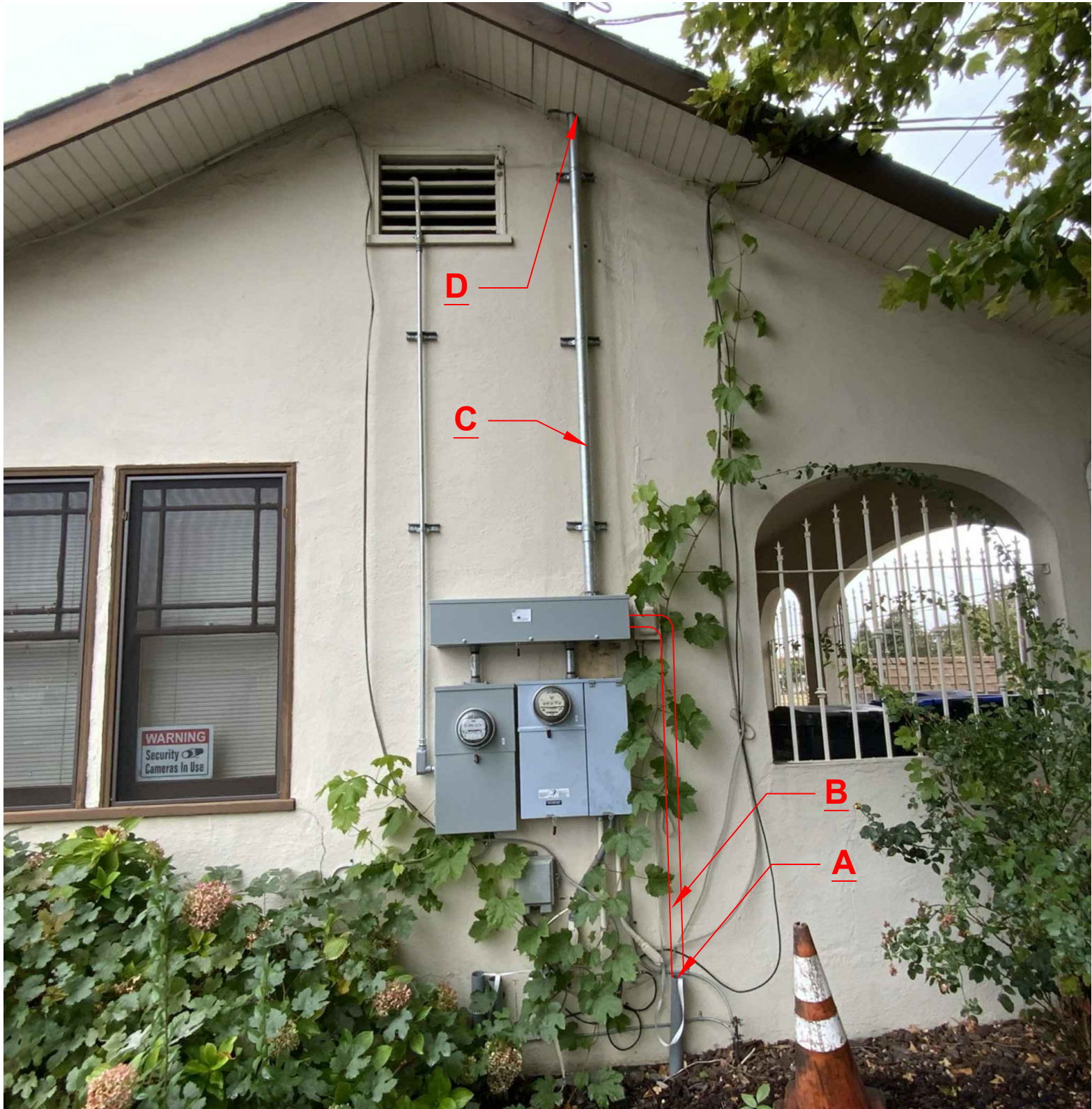
Roof repairs must be sealed, watertight and must be completed in accordance with the roofing manufacturers specifications.

All roof repairs must be completed by a licensed roofing contractor.



TYPICAL ROOF REPAIR		
DATE:	3/11/2021	REV.#:
DWG BY:	sbozzoli	W/O #:
APPROVED BY:		PAGE: 1 of 1

160 E GOBBI ST



- A. LOCATE NEW 2" CONDUIT DEDICATED TO ELECTRIC ONLY.
- B. ATTACH A 2" RIGID STEEL CONDUIT AND DIRECT IT INTO THE EXISTING GUTTER BOX.
- C. LOCATE EXISTING RIGID OVERHEAD CONDUIT AND REMOVE, SEAL THE TOP OF EXISTING GUTTER TO PREVENT ANY POSSIBLE LEAKS, PATCH AND PAINT ANY DAMAGED AREAS TO MATCH EXISTING.
- D. AT EXISTING HOLE, AFTER REMOVAL OF EXISTING OVERHEAD CONDUIT AND WEATHERHEAD, PATCH THE ROOF WITH MATCHING MATERIALS, REPAIR ANY HOLES AND MATCH PAINT COLOR.

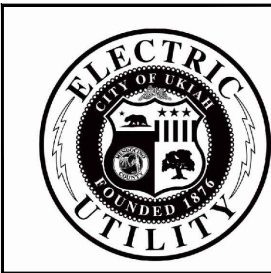


160 E GOBBI ST		
DATE:	11/1/2021	REV.#:
DWG BY:	sbozzoli	W/O #:
APPROVED BY:		PAGE: 1 of 1

166 E GOBBI

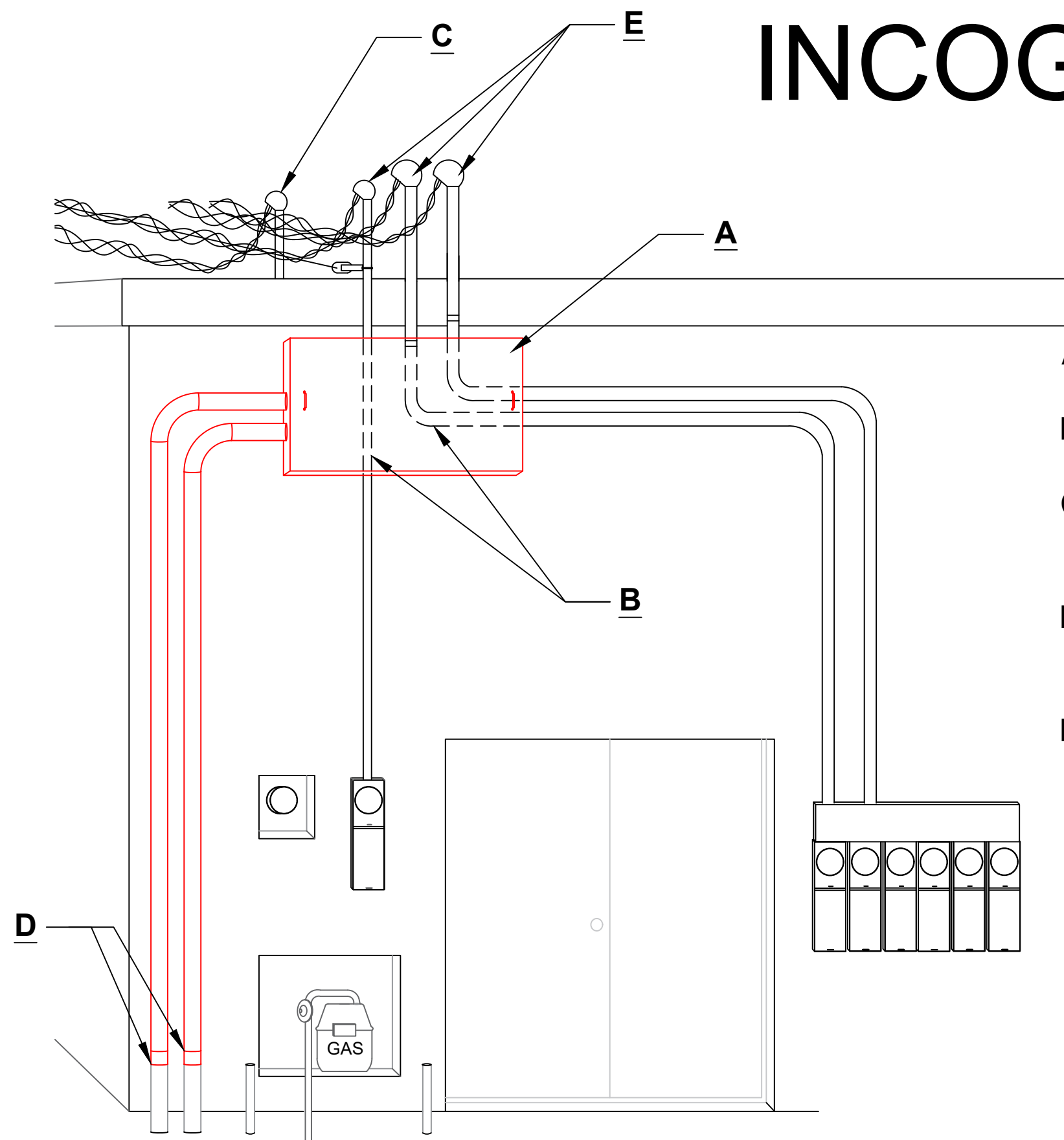


- A. LOCATE NEW 2" CONDUIT DEDICATED TO ELECTRIC ONLY.
- B. ATTACH A 2" RIGID STEEL CONDUIT AND DIRECT IT INTO THE NEW LOCKABLE GUTTER BOX. NEW GUTTER MUST FIT IN ENCLOSED SETTING. INSTALL NEW RIGID CONDUIT TO AN LB AND THEN INTO TOP OF EXISTING PANEL.
- C. LOCATE EXISTING RIGID OVERHEAD CONDUIT, REMOVE ALL CONDUIT, SEAL THE TOP OF EXISTING GUTTER TO PREVENT ANY POSSIBLE LEAKS, PATCH AND PAINT ANY DAMAGED PORTION OF THE BUILDING OR LANDSCAPING.
- D. REMOVE WEATHERHEAD AND FIX ANY HOLES, MATCH THE EXISTING ROOFING AND REPAIR ANY DAMAGE.



166 E GOBBI		
DATE:	11/1/2021	REV.#:
DWG BY:	sbozzoli	W/O #:
APPROVED BY:		PAGE: 1 of 1

INCOGNITO 178 E GOBBI

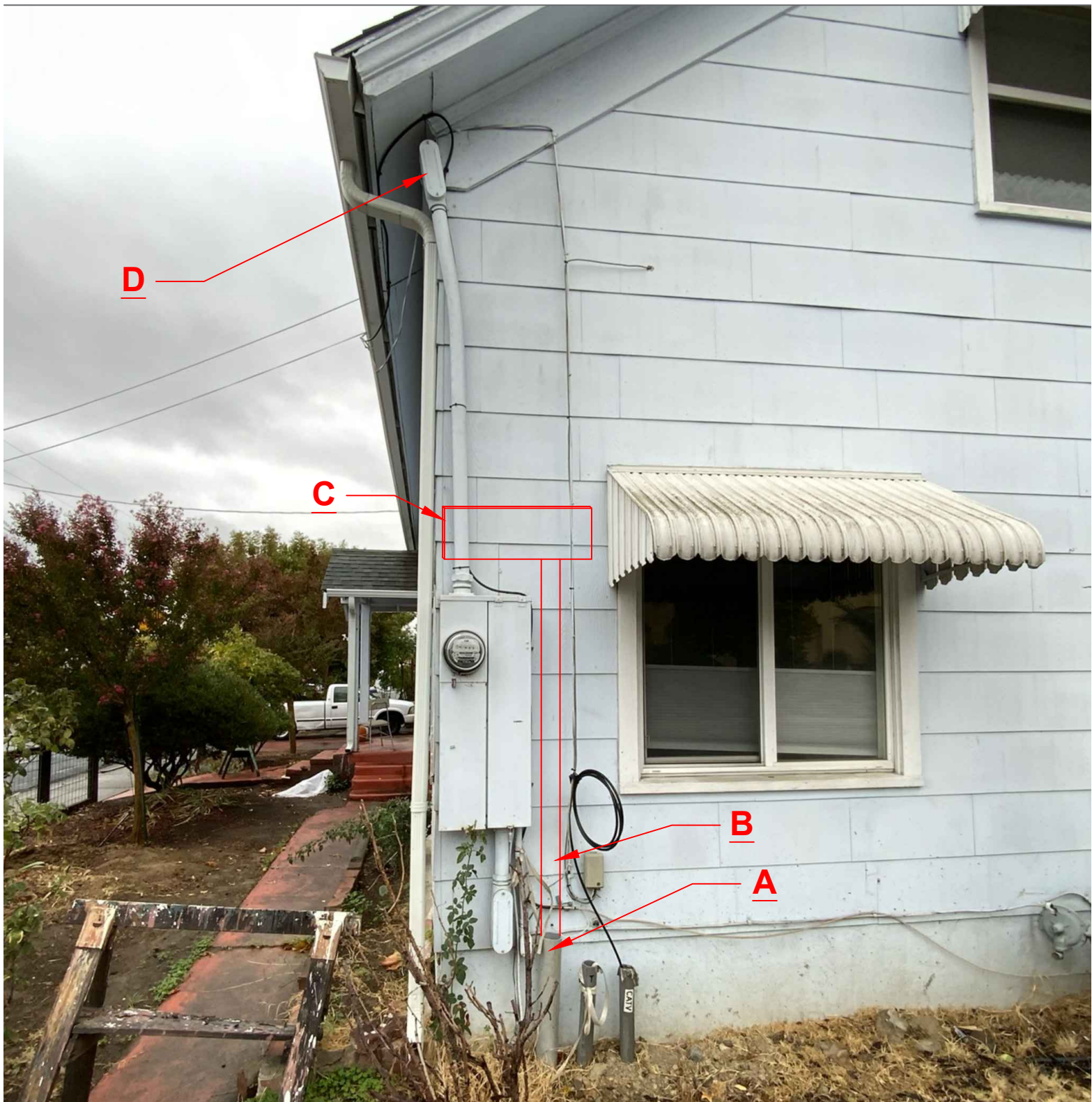


- A. INSTALL A 22"X57"x6" DEEP 800 AMP BUSSED GUTTER BOX, NEMA TYPE 3R UL 1773 LISTED
- B. INTERCEPT 3 EXISTING CONDUITS AND ATTACH ALL ENDS THAT END AT METER PANELS TO THE NEW GUTTER BOX
- C. LOCATE THE WEATHERHEAD THAT FEEDS THE INTER-SET METER AND BRING THAT CONDUIT INTO THE NEW GUTTER BOX
- D. LOCATE TWO EXISTING 3" CONDUITS, ATTACH AND INSTALL TWO RIGID STEEL CONDUITS AND ATTACH TO THE NEW GUTTER BOX
- E. REMOVE ALL ELECTRIC WEATHERHEADS, AND THE CONDUIT. PATCH ANY HOLES, ROOF, AND MATCH EXISTING PAINT.



INCOGNITO 178 E GOBBI			
DATE:	3/11/2021	REV.#:	
DWG BY:	sbozzoli	W/O #:	
APPROVED BY:		PAGE:	1 of 1

600 MARSHALL

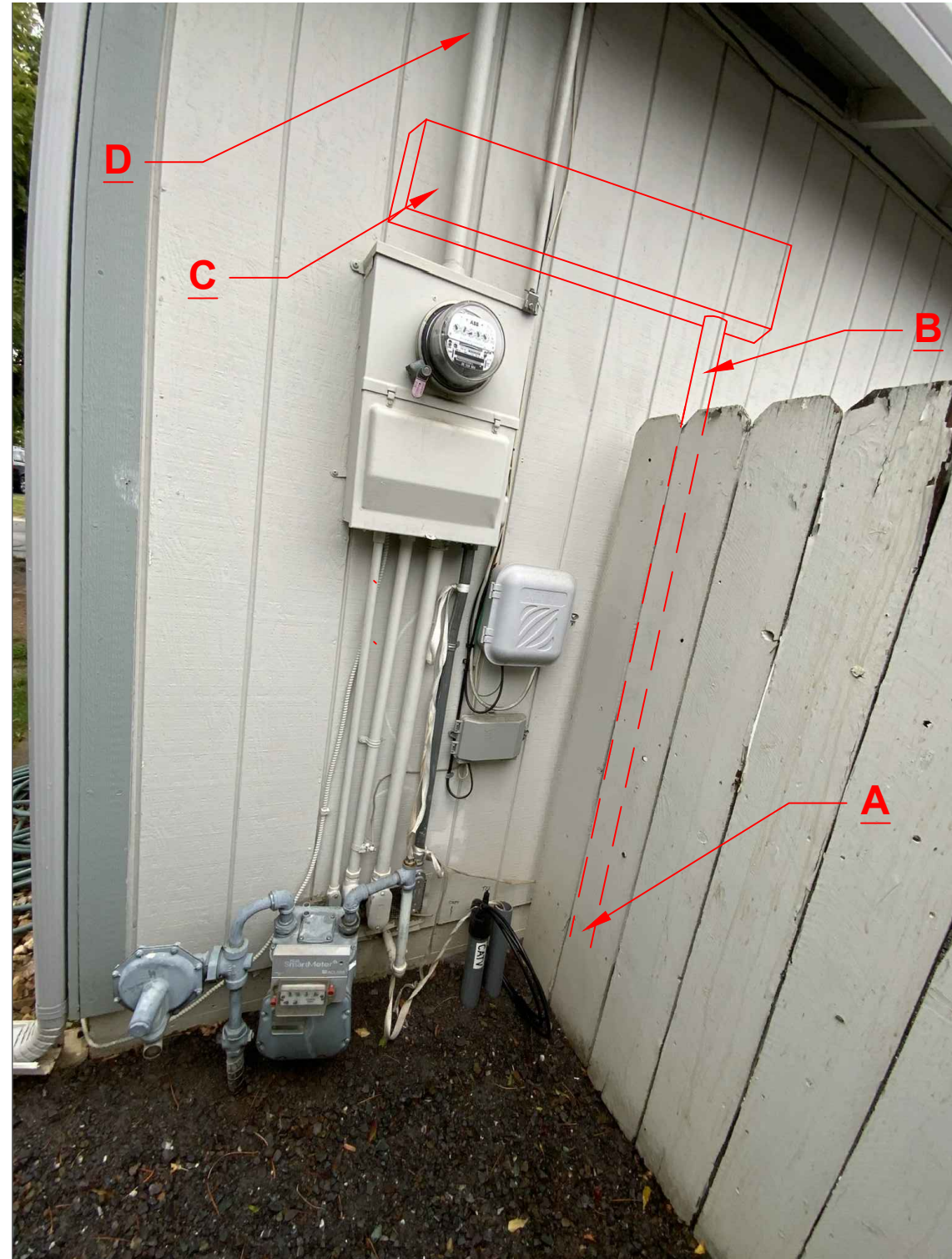


- A. LOCATE NEW 2" CONDUIT DEDICATED TO ELECTRIC ONLY.
- B. ATTACH A 2" RIGID STEEL CONDUIT AND DIRECT IT INTO THE NEW LOCKABLE GUTTER BOX. MAKE SURE THE GUTTER BOX FITS SAFELY IN THIS AREA.
- C. LOCATE EXISTING RIGID OVERHEAD CONDUIT, REMOVE ALL UNUSED CONDUIT, SEAL THE TOP OF EXISTING GUTTER TO PREVENT ANY POSSIBLE LEAKS, PATCH AND PAINT ANY DAMAGED AREA. MATCH PAINT COLOR, REMOVE AND DISPOSE OF ALL EXTRA CONDUIT TO THE WEATHERHEAD LOCATION.
- D. AT EXISTING HOLE, AFTER REMOVAL OF EXISTING OVERHEAD CONDUIT AND WEATHERHEAD, PATCH THE ROOF WITH MATCHING MATERIALS, REPAIR ANY HOLES AND MATCH PAINT COLOR.

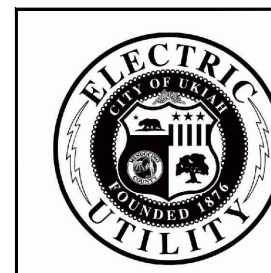


600 MARSHALL		
DATE:	11/1/2021	REV.#:
DWG BY:	sbozzoli	W/O #:
APPROVED BY:		PAGE: 1 of 1

608 MARSHALL



- A. BECAUSE OF THE LOCATION OF THE GAS MAIN, THE ELECTRIC CONDUIT IS ON THE OTHER SIDE OF THE FENCE, LOCATE NEW 2" CONDUIT DEDICATED TO ELECTRIC ONLY.
- B. ATTACH A 2" RIGID STEEL CONDUIT AND DIRECT IT INTO THE NEW LOCKABLE GUTTER BOX. MAKE SURE THE GUTTER BOX FITS SAFELY IN THIS AREA, THIS GUTTER BOX WILL LIKELY HAVE TO BE 48" IN LENGTH TO ACCOMMODATE THE CONDUIT AVOIDING THE GAS MAIN RISER.
- C. LOCATE EXISTING RIGID OVERHEAD CONDUIT, REMOVE THIS, SEAL THE TOP OF EXISTING GUTTER TO PREVENT ANY POSSIBLE LEAKS, PATCH AND PAINT ANY DAMAGED AREA. MATCH PAINT COLOR, REMOVE AND DISPOSE OF ALL EXTRA CONDUIT TO THE WEATHERHEAD LOCATION.
- D. AT EXISTING HOLE, AFTER REMOVAL OF EXISTING OVERHEAD CONDUIT AND WEATHERHEAD, PATCH THE ROOF WITH MATCHING MATERIALS, REPAIR ANY HOLES AND MATCH PAINT COLOR.

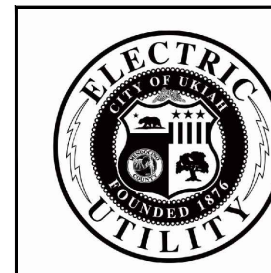


608 MARSHALL			
DATE:	11/1/2021	REV.#:	
DWG BY:	sbozzoli	W/O #:	
APPROVED BY:		PAGE:	1 of 1

609 MARSHALL

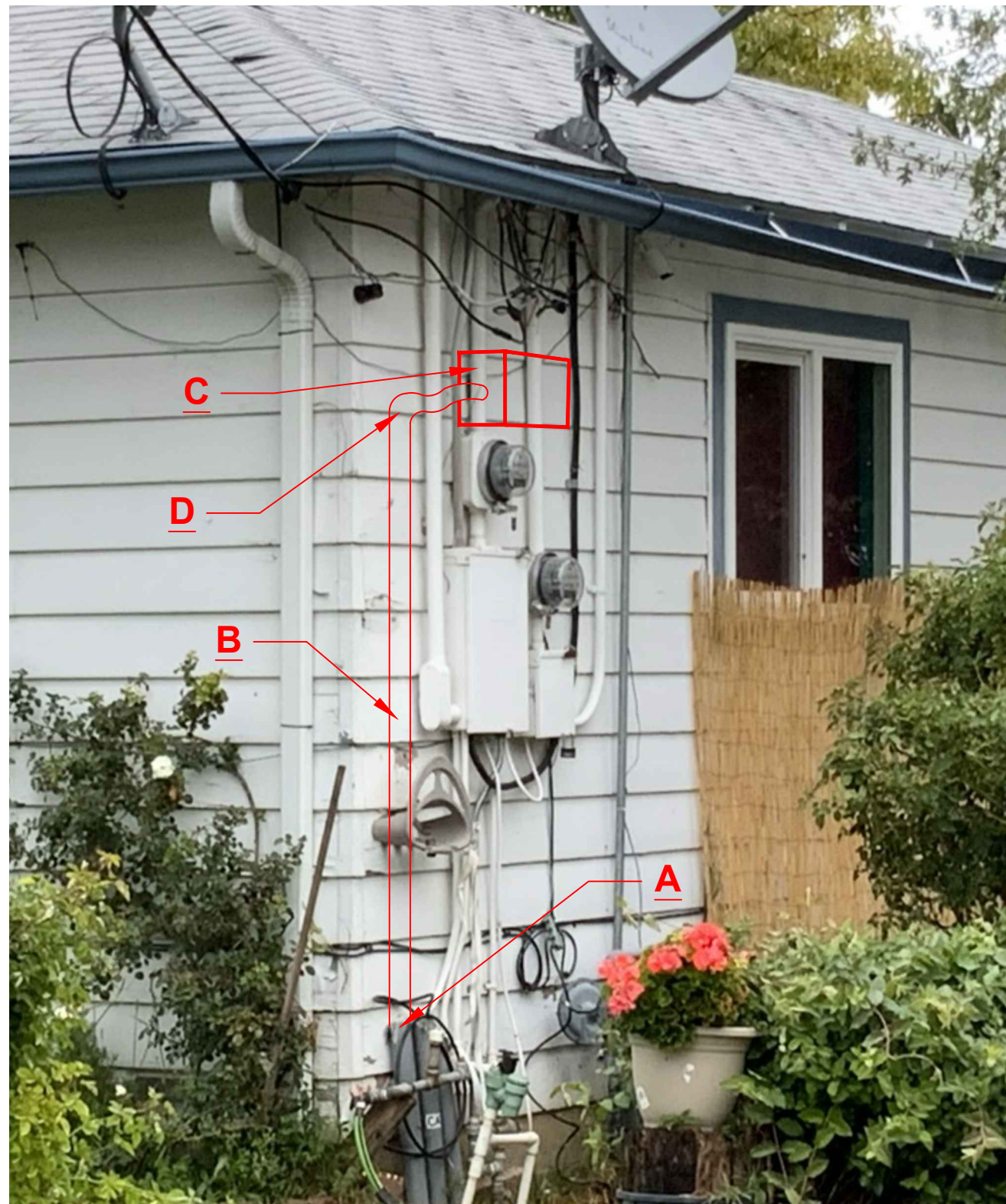


- A. LOCATE NEW 2" CONDUIT DEDICATED TO ELECTRIC ONLY.
- B. ATTACH A 2" RIGID STEEL CONDUIT AND DIRECT IT INTO THE NEW LOCKABLE GUTTER BOX. NEW GUTTER MUST BE 8"X8"X16" Min.
- C. LOCATE EXISTING RIGID OVERHEAD CONDUIT, REMOVE ALL CONDUIT ACROSS THE FACE OF THE BUILDING INCLUDING THE BRACKETS, SEAL THE TOP OF EXISTING GUTTER TO PREVENT ANY POSSIBLE LEAKS, PATCH AND PAINT ANY DAMAGED AREA. MATCH PAINT COLOR, REMOVE AND DISPOSE OF ALL EXTRA CONDUIT TO THE WEATHERHEAD LOCATION.
- D. REMOVE WEATHERHEAD AND FIX ANY HOLES, MATCH THE EXISTING ROOFING AND REPAIR ANY DAMAGE.

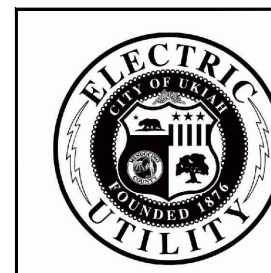


609 MARSHALL		
DATE:	11/1/2021	REV.#:
DWG BY:	sbozzoli	W/O #:
APPROVED BY:		PAGE: 1 of 1

639 MARSHALL

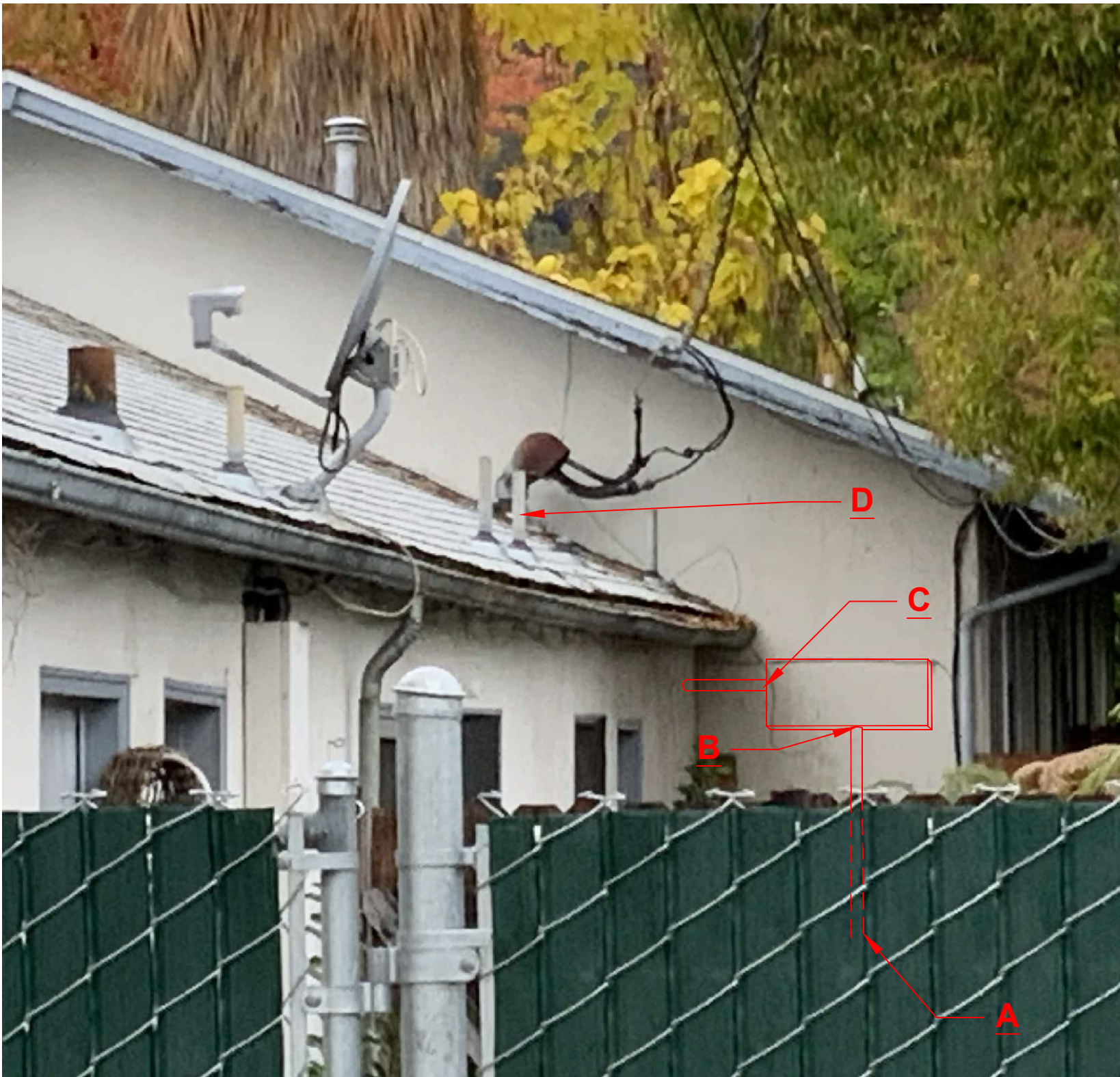


- A. LOCATE NEW 2" CONDUIT DEDICATED TO ELECTRIC ONLY.
- B. ATTACH A 2" RIGID STEEL CONDUIT AND DIRECT IT INTO THE NEW LOCKABLE GUTTER BOX. NEW GUTTER MUST FIT BETWEEN CUSTOMER CONDUITS AND ONLY INTERCEPT SOURCE FEED CONDUITS FOR SERVICE METERS BELOW.
- C. LOCATE EXISTING RIGID OVERHEAD CONDUIT, REMOVE THIS, SEAL THE TOP OF EXISTING GUTTER TO PREVENT ANY POSSIBLE LEAKS, PATCH AND PAINT ANY DAMAGED AREA. MATCH PAINT COLOR, REMOVE AND DISPOSE OF ALL EXTRA CONDUIT TO THE WEATHERHEAD LOCATION.
- D. MAKE SURE SOURCE CONDUIT DOES NOT INTERFERE WITH THE CUSTOMER CONDUIT

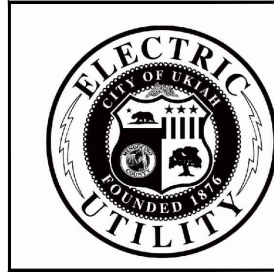


639 MARSHALL		
DATE:	11/1/2021	REV.#:
DWG BY:	sbozzoli	W/O #:
APPROVED BY:		PAGE: 1 of 1

668 MARSHALL



- A. LOCATE 2 NEW 2" CONDUIT DEDICATED TO ELECTRIC ONLY.
- B. ATTACH A 2" RIGID STEEL CONDUIT AND DIRECT IT INTO THE NEW LOCKABLE GUTTER BOX. NEW GUTTER MUST BE 8"X8"X16" Min.
- C. FROM THE NEW GUTTER BOX, RUN A RIGID CONDUIT THROUGH THE BUILDING AND INTO THE EXISTING GUTTER BOX INSIDE. THE HOLE THROUGH THE BUILDING SHALL BE SEALED AND WATERTIGHT.
- D. REMOVE WEATHERHEAD AND FIX ANY HOLES, MATCH THE EXISTING ROOFING AND REPAIR ANY DAMAGE TO BUILDING OR LANDSCAPING.



668 MARSHALL		
DATE:	11/1/2021	REV.#:
DWG BY:	sbozzoli	W/O #:
APPROVED BY:		PAGE: 1 of 1

PURCHASING DEPARTMENT
411 West Clay Street, Ukiah CA 95482
(707) 463-6233
mhorger@cityofukiah.com



SPECIFICATION 22-09
GOBBI STREET ELECTRIC SERVICE OVERHEAD TO UNDERGROUND CONVERSION

Addendum No. 1
December 19, 2022

The following is Addendum No. 1 to Specification 22-09 – Gobbi Street Electric Service Overhead to Underground Conversion.

This Addendum is hereby made part of the Contract Documents to the same extent as though it were originally included therein.

The following are questions asked, and their corresponding responses:

1. Can the prime contractor perform the roof repairs under their B (general contractor) license or do we have to hire a C39 (roofing) subcontractor?

Response: Yes, a General Contractor license is acceptable, all roof repairs must be completed using material that matches the existing and must be sealed and watertight. Contractor is responsible for any leaks or issues for one year following the completion of work.

2. It was stated in the walk thru that the city would issue the permits to the contractor with no fee. Section 12.05 of the specification says the contractor is to pay permit fees. Please clarify.

Response: Building permits shall be paid by the contractor and included in line item 10. Encroachment permit will be issued at no cost.

All other terms and conditions remain in full force and effect.

Mary V. Horger
Financial Services Manager

ATTACHMENT 2

SPEC 22-09 - GOBBI STREET ELECTRIC SERVICE OVERHEAD TO UNDERGROUND CONVERSION							
City of Ukiah							
Bid Opening:2023-01-05				James Day Const. DBA Coastal Mountain Electric		Fort Bragg Electric	
Base Bid							
Item #	Item Description	QTY	UOM	Unit Price	Item Total	Unit Price	Item Total
1	TYPICAL GUTTER OVER PANEL INSTALLATION (PLUS SPECIALIZED DESIGN) (LOCATION PER TABLE 1, PAGE 29, LINE 1.)	1	EA	\$20,226.00	\$20,226.00	\$19,798.00	\$19,798.00
2	TYPICAL GUTTER OVER PANEL INSTALLATION (PLUS SPECIALIZED DESIGN) (LOCATIONS PER TABLE 1, PAGE 29, LINES 2, 6, AND 8.)	4	EA	\$3,311.25	\$13,245.00	\$2,845.00	\$11,380.00
3	TYPICAL GUTTER OVER PANEL INSTALLATION (LOCATIONS PER TABLE 1, PAGE 29, LINES 3, 4, 9, 11, 13, 14, 15, 17, 19, 20 AND 21.)	18	EA	\$2,207.45	\$39,734.10	\$2,525.00	\$45,450.00
4	TYPICAL GUTTER OVER PANEL INSTALLATION (PLUS SPECIALIZED DESIGN) (LOCATIONS PER TABLE 1, PAGE 29, LINE 5.)	1	EA	\$2,860.00	\$2,860.00	\$3,541.00	\$3,541.00
5	TYPICAL GUTTER OVER PANEL INSTALLATION (400 AMP CT DISCONNECT) (LOCATION PER TABLE 1, PAGE 29, LINE 18.)	1	EA	\$17,097.00	\$17,097.00	\$20,546.00	\$20,546.00
6	TYPICAL GUTTER OVER PANEL INSTALLATION (PLUS SPECIALIZED DESIGN) (LOCATION PER TABLE 1, PAGE 29, LINE 7.)	1	EA	\$3,246.00	\$3,246.00	\$3,426.00	\$3,426.00
7	ROOF REPAIR ONLY (LOCATION PER TABLE 1, PAGE 29, LINE 10.)	1	EA	\$372.00	\$372.00	\$3,243.00	\$3,243.00
8	TYPICAL GUTTER OVER PANEL INSTALLATION (NO ROOF REPAIR) (LOCATION PER TABLE 1, PAGE 29, LINE 12.)	1	EA	\$2,880.00	\$2,880.00	\$2,526.00	\$2,526.00
9	(ROOF REPAIR PLUS SPECIALIZED DESIGN) (LOCATION PER TABLE 1, PAGE 29, LINE 16.)	1	EA	\$5,723.00	\$5,723.00	\$4,541.00	\$4,541.00
10	BUILDING PERMIT	29	EA	\$272.00	\$7,888.00	\$575.00	\$16,675.00
Total Bid					\$113,271.10		\$131,126.00
Listed Subs				N/A		N/A	



AGENDA SUMMARY REPORT

SUBJECT: Report to Council for the Purchase of Services from SMB Environmental for Environmental Construction Inspection and Monitoring Services for the Recycled Water Project – Phase 4 at the Waste Water Treatment Plant, in the Amount of \$56,000.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Sean White, Director of Water and Sewer

ATTACHMENTS:

1. SMB Environmental Contract

Summary: Council will receive report of the purchase of services from SMB Environmental for Environmental Construction Inspection and Monitoring Services for the Recycled Water Project – Phase 4 at the Waste Water Treatment Plant, in the Amount of \$56,000.

Background: On November 10, 2022, Staff received a proposal for professional services for conducting environmental construction inspection and monitoring services for the Recycled Water Phase 4 Project. These services are required due to California Department of Fish and Wildlife permitting requirements, in addition to other State requirements. See Attachment 1 for a copy of the executed agreement.

Discussion: SMB Environmental has been the City's consultant and has worked with City Staff on the Recycled Water Project for several years. SMB Environmental has been imperative to the continued success of the project and is the most qualified fit for the project as it moves closer to the construction phase. SMB Environmental will perform the necessary permitting requirements as well as any preconstruction surveys and construction monitoring and inspections required by the state and other jurisdictions. SMB will also provide training to all construction personnel. Aspects of this training include MMRP reporting protocols, flagging, mitigation techniques, etc.

Recommended Action: Report of the purchase of services from SMB Environmental for Environmental Construction Inspection and Monitoring Services for the Recycled Water Project – Phase 4 at the Waste Water Treatment Plant, in the Amount of \$56,000

BUDGET AMENDMENT REQUIRED: NO

CURRENT BUDGET AMOUNT: 83027330.80230.18052: \$56,000.00

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Tim Eriksen, Director of Public Works and Sean White, Director of Water and Sewer

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI): 7a – Expand sustainable water practices.

Approved: 
Sage Sangiacomo, City Manager

COU C# 2223148

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this 15th day of December, 2022 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and SMB Environmental, a Corporation organized and in good standing under the laws of the state of California, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services to conduct necessary environmental surveying, construction inspection, monitoring and education.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

- 1.1 The Project is described in detail in the attached Scope-of-Work (Attachment "A").

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A".
- 2.2. Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Consultant. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services within the time coordinated with City staff. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$56,000. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in the attached Attachment A,

which shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment B. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.

- 4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.
- 4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.
- 4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of the invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and to support the expenses claimed.
- 5.0 ASSURANCES OF CONSULTANT
- 5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not the City's agent, employee, or representative for any purpose.

It is the express intention of the parties hereto that Consultant is an independent contractor and not an employee, joint venturer, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Consultant under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Consultant and City.

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

Consultant warrants and represents that it is a properly licensed professional or professional organization with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

- 5.2 Conflict of Interest. Consultant understands that its professional responsibility is solely to City. Consultant has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Consultant shall not in the performance of this Agreement employ a person having such an interest. If the City Manager determines that the Consultant has a disclosure obligation under the City's local conflict of interest code, the Consultant shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's determination.

6.0 INDEMNIFICATION

- 6.1 Insurance Liability. Without limiting Consultant's obligations arising under Paragraph 6.2 Consultant shall not begin work under this Agreement until it procures and maintains for the full period of time allowed by law, surviving the termination of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO) Commercial General Liability Coverage Form No. CG 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, hired or borrowed by the Consultant for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from Consultant's performance of the work, pursuant to this Agreement.

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend one year from date of final approved invoice.

4. All Coverages

Each Insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with admitted California insurers with an A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. Where by statute, the City's Workers' Compensation - related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, the cost of insurance becomes part of the compensation due the contractor after notice to Consultant that City has paid the premium.

G. Subcontractors

Consultant shall include all subcontractors or sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor or sub-consultant. All coverage for sub-contractors or sub-consultants shall be subject to all insurance requirements set forth in this Paragraph 6.1.

- 6.2 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Consultant agrees, for the full period of time allowed by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to any negligent act or omission or the willful misconduct of Consultant in the performance of services under this contract by Consultant, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City, or arising from the active negligence of the City.

"Indemnify," as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

References in this paragraph to City or Consultant, include their officers, employees, agents, and subcontractors.

7.0 CONTRACT PROVISIONS

- 7.1 Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.
- 7.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.
- 7.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 7.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 7.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 7.6 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 7.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 7.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services

performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.

7.9 Execution of Agreement. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. Alternatively, this Agreement may be executed and delivered by facsimile or other electronic transmission, and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. When executed using either alternative, the executed agreement shall be deemed an original admissible as evidence in any administrative or judicial proceeding to prove the terms and content of this Agreement.

8.0 NOTICES

Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

CITY OF UKIAH
DEPT. OF PUBLIC WORKS
300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482-5400

SMB ENVIRONMENTAL
STEVE BROWN
PO BOX 381
ROSEVILLE, CA 95661

9.0 SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the Effective Date:

CONSULTANT

BY:  _____

December 15, 2022
Date

PRINT NAME: Steve Brown, Principal

27-4411017
IRS IDN Number

CITY OF UKIAH

BY:  _____

Jan 5, 2023
Date

CITY MANAGER

ATTEST


Kristine Lawler (Jan 6, 2023 07:31 PST)
CITY CLERK

Jan 6, 2023
Date



November 10, 2022

Mr. Jason Benson
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

SUBJECT: Proposal to Conduct Environmental Construction Inspection and Monitoring Services for the City of Ukiah's Recycled Water Project - Phase 4

Dear Mr. Benson:

Per your request, please accept this letter proposal outlining professional services to be provided by SMB Environmental, Inc. (SMB) to conduct environmental construction inspection and monitoring services for the City of Ukiah's (City) Recycled Water Project – Phase 4 (Project or Proposed Project). The following scope of work was developed to meet the requirements specified in the June 2013 Mitigation Monitoring and Reporting Program (MMRP) for the Project and as amended/updated through the May 2015 and May 2017 Addendums pursuant to the California Environmental Quality Act (CEQA) as well as the CEQA-Plus requirements from the State Water Resources Control Board (State Board) as part of the State Revolving Fund (SRF) Grant and Low Interest Loan Program.

SCOPE OF WORK

TASK 1: CDFW SECTION 1602 - LAKE AND STREAMBED ALTERATION AGREEMENT

On behalf of the City and pursuant to Fish and game Code – Section 1602, SMB will apply for a Lake and Streambed Alteration Agreement (LSAA) from the California Department of Fish and Wildlife (CDFW) for Phase 4 of the City's Recycled Water Project. This will require filing on line using CDFW's new online Environmental Permit Information Management System (EPIMS). It is assumed that the City will provide SMB with pertinent pages from the 90 percent design drawing detailing the plans for crossing any and all creeks, drainages, and other water features as well as access to the City's credit card for paying for the application fees which will be approximately \$6,000. This task assumes a not-to-exceed fee budget of \$7,500 and will be billed on a time-and-materials basis pursuant to SMB's 2022 Schedule of Fees. If additional, scope and budget is required, the City shall provide further authorization in writing.

TASK 2: PRE-CONSTRUCTION BIOLOGICAL SURVEY

Upon receipt of the final pipeline alignment design and within 10-days of the initiation of Project construction, SMB will conduct a pre-construction biological survey of the proposed approximately 5-mile pipeline alignment (Phases 4) to ensure that there are no special status plant and wildlife species that would be affected by the construction activities. Due to the fact that the proposed pipeline alignment would be located entirely within existing agricultural service roads, the pre-construction survey(s) will be conducted by a qualified biologist to do a windshield survey to screen the entire project for the likelihood of special status plant and wildlife species. Special emphasis will be on the Project areas near the Russian River,

creek/drainage crossings and areas where there are large mature trees, which could support habitat for avian species. It is assumed that the conclusion of this task will be a letter report that confirms or denies the presence of special status plant or wildlife species in the area that would be adversely affected by the construction activities. In the unlikely event that if any special status plant and/or wildlife species (or supporting habitat) are observed, SMB will consult with the California Department of Fish and Wildlife (CDFW) and/or the U.S. Fish and Wildlife Service (USFWS) to develop the appropriate avoidance and/or mitigation measures. Compliance with CDFW and/or USFWS protocols for any special status plant or non-avian (bird) wildlife species would likely require additional scope, budget, and possibly a permit. In addition, this task does not assume the need for a wetlands delineation study(s). If a wetlands delineation study(s) is deemed required by the U.S. Army Corps of Engineers (USACE) or other agency, then additional scope and budget will be necessary. If there are active mature trees that could support breeding and nesting of special status bird species such as raptors then additional pre-construction breeding and nesting surveys should be implemented for each identified area as described in Task 2, below.

This task assumes a not-to-exceed fee budget of \$7,500 and will be billed on a time-and-materials basis pursuant to SMB's 2022 Schedule of Fees. If additional, scope and budget is required, the City shall provide further authorization in writing.

TASK 3: PRE-CONSTRUCTION BREEDING AND NESTING BIRD SURVEY

Based upon the results of Task 1 above and if construction activities are to occur between February 1 and August 31, SMB will come back and conduct a breeding and nesting bird survey within 700-feet of each identified "hot-spot" area from Task 1 above. Surveys will be completed no more than 10 days prior to the scheduled construction activities. Surveys will be conducted by a qualified biologist. All active, non-status passerine nests identified at that time shall be protected by a 50-foot radius minimum exclusion zone or a wide enough buffer to prevent nest abandonment. Active raptor or special-status species nests shall be protected by a buffer with a minimum radius of 500-feet. The following considerations apply:

- Survey results are valid for 14 days from the survey date. Should ground disturbance commence later than 14 days from the survey date, surveys should be repeated. If no breeding birds are encountered, then work may proceed as planned.
- Exclusion zone sizes may vary, depending on habitat characteristics and species, and are generally larger for raptors and colonial nesting birds. Each exclusion zone would remain in place until the nest is abandoned or all young have fledged.
- The non-breeding season is defined as September 1 to January 31. During this period, breeding is not occurring and surveys are not required. However, if nesting birds are encountered during work activities in the non-breeding season, disturbance activities within a minimum of 50-feet (or wide enough prevent nest abandonment) of the nest should be postponed until the nest is abandoned or young birds have fledged.

Because the incubation period and time required for young to fledge varies by species, the cost estimate was developed for FIVE (5) active bird nest locations. Fewer or additional visits may be necessary depending on the results of Task 1 and will be billed on a time and materials basis as directed by the City. Following completion of this task, SMB will prepare a letter report. This letter report will include a summary of survey methods and results, and active nest monitoring results, and associated datasheets (if required).

This task assumes a not-to-exceed fee budget of \$25,000 and will be billed on a time-and-materials basis pursuant to SMB's 2018 Schedule of Fees. If additional, scope and budget is required, the City shall provide further authorization in writing.

TASK 4: ARCHEOLOGICAL, CULTURAL, AND TRIBAL RESOURCES MONITORING

In 2015, SMB completed an archeological, cultural, and tribal resources investigation, which included a pedestrian survey of the Project's entire pipeline alignment and storage area and concluded that there are three known archeological resources (i.e., P-23-004814, P-23-004815, and P-23-003663) that could be affected by the construction of the Project. Specifically, the State Board required the City conduct an Extended Phase 1 Archeological Survey of P-23-004815 to determine whether or not cultural deposits would extend within the Project's alignment. Although it was determined that P-23-004814, P-23-004815, and P-23-003663 would not be affected by the construction and/or operation of the Project, the State Board requires the monitoring of sensitive areas by a professional archeologist. As a result, SMB will provide archaeological monitoring at the three locations within the project area near any creek or drainage crossings. The Archaeological Monitor will meet the Secretary of the Interior's Standards for prehistoric archaeology.

The budget estimate below assumes that pipeline installation will proceed at a rate of 500-feet per day, requiring two (2) days of monitoring at each location. The monitor will complete a daily monitoring log discussing the day's activities and findings. In the event that any prehistoric and/or historic deposits are encountered during such monitoring, it will be the responsibility of the archaeological monitor to stop work within 100-feet of the discovery until the resource can be evaluated in accordance to the requirements of state and federal law. If an historic or prehistoric resource is determined eligible for either the National Register or the California Register, a research plan for mitigation of effect will be submitted to the City of Ukiah for approval of additional scope and budget before work is allowed to recommence in areas of archaeological sensitivity as defined by the project archaeologist. Mitigation may take the form of data retrieval through additional hand excavation inside areas of impact, coupled with recording and/or removal of significant cultural materials and information for future analysis and reporting purposes.

In the event that human remains are found, the archaeologist will contact the County Coroner and, if determined to be Native American, the California Native American Heritage Commission (NAHC) will be notified to identify the Most Likely Descendent (MLD), in accordance with state and federal law. The MLD will advise the City of Ukiah in the preferred manner of exhumation, exposure, removal, and reburial of all human remains and associated grave goods. Disposition of the remains will be coordinated between the City of Ukiah, MLD, NAHC, SMB, and the archaeological monitor.

After conclusion of construction, SMB will prepare an archaeological monitoring report for submission to the City of Ukiah. The archaeological monitoring report will discuss monitoring methodology, construction techniques, and any cultural materials found. This report would include archaeological, ethnographic and/or historic overviews, research design, methodology, analysis of the archaeological finds, and research results. Daily monitoring logs will be reproduced as an appendix to the report.

This task assumes a not-to-exceed fee budget of \$15,000 and will be billed on a time-and-materials basis pursuant to SMB's 2022 Schedule of Fees. If additional, scope and budget is required, the City shall provide further authorization in writing.

TASK 5: CONTRACTOR TRAINING

SMB will provide workers awareness training to all construction personnel prior to completing any work activities. Specifically, SMB will conduct a tail-gate training session on the first day of the construction activities which will provide an overview of all of the mitigation measures in the MMRP to ensure the workers are fully aware of the environmental measures to be implemented during construction activities. The training, will include the following:

- An overview of the MMRP and the associated reporting protocols, roles, and responsibilities.
- An explanation of the function of flagging that designates authorized work areas.
- An explanation of the sensitivity of any vegetation communities and special-status plant and bird species within and adjacent to work areas.
- An explanation of any sensitive wildlife that could be present on site and measures required to minimize impacts (e.g., reduced speed limit and reporting).
- An explanation of spill cleanup procedures and measures being implemented to minimize impacts to water quality.
- Waste management and the importance of maintaining good housekeeping practices.
- The importance for limiting noise during construction activities.
- Fire prevention measures and points of contact and steps to be implemented in the event a fire occurs.
- Cultural resource sensitivity training and measures to be implemented if cultural resources are accidentally discovered during construction activities.
- Communication and reporting protocol(s) as to what needs to be implemented when a sensitive resource may have been impacted during construction activities.

This task assumes a not-to-exceed fee budget of \$2,500 and will be billed on a time and materials basis pursuant to SMB's 2022 Schedule of Fees. If additional, scope and budget is required, the City shall provide further authorization in writing.

TASK 6: CONSTRUCTION MONITORING AND INSPECTION SERVICES

In addition to Tasks 1-5, SMB will provide periodic on-sight construction monitoring and inspection services during the construction activities to ensure that the mitigation measures are properly being followed. For budgeting purposes, SMB will plan to be on-site three times during the construction activities. At the conclusion of the construction, SMB will provide a signed checklist of the MMRP.

This task assumes a not-to-exceed fee budget of \$5,000 and will be billed on a time-and-materials basis pursuant to SMB's 2022 Schedule of Fees. If additional, scope and budget is required, the City shall provide further authorization in writing.

FEE PROPOSAL

SMB Proposes to complete the above scope of work for a not-to-exceed fee of \$56,000. SMB will bill for our services on a time-and-basis pursuant to SMB's 2022 Schedule of Fees.

Thank you for the opportunity to propose on this exciting project and I look forward to working with you and the City again. As President of SMB, I have the authority to sign and commit the firm to this contract. I will personally manage this effort and you have my commitment that I will do everything within my power and control to ensure that this project is a success for you and the City. If you have any questions regarding this proposal, please feel free to call me at 916-517-2189 or email me at Steve@smbenviromental.com. Thank you for your consideration.

Mr. Benson
November 10, 2022

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Sincerely,

A handwritten signature in blue ink, appearing to read "SMB", is positioned above the typed name.

Steve M. Brown
President/Principal



AGENDA SUMMARY REPORT

SUBJECT: Approve Purchase Order Number 48215-00 in the Amount of \$48,002.52 for the Replacement of Knox Box Key Cores throughout the Ukiah Valley Fire District.

DEPARTMENT: Fire

PREPARED BY: Matt Keizer, Building Official

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Knox Po 48215

Summary: The City Council is asked to approve purchase order number 48215-00 in the amount of \$48,002.52 for the replacement and unification of Knox Box key cores located throughout the service territory of the Ukiah Valley Fire Authority.

Background: In 2017, the Ukiah Valley Fire District (UVFD or District) and the City of Ukiah (City) entered into an agreement for combined fire services, to be carried out by the Ukiah Valley Fire Authority (UVFA or Fire Authority). In 2021, the Mendocino Local Agency Formation Commission (LAFCo) approved the annexation of the City of Ukiah into the UVFD. In delivering emergency services throughout the newly reorganized District, Staff has discovered there are multiple keys for Knox Boxes throughout the service territory of the UVFD. A Knox Box is a small, wall-mounted safe that holds keys for access to buildings (commercial, residential, etc.) by emergency personnel in the event of fire, medical emergency, or other emergency situations.

Discussion: Because of the multiple Knox Box keys, challenges have arisen for emergency personnel and led to inefficiencies in emergency response. To resolve this issue, Staff is proposing to purchase new Knox Box key cores to rekey the Knox Boxes throughout the District. The process of rekeying existing Knox Boxes would enable one key to open all Knox Boxes in the District, which is expected to further unify emergency services and reduce response times as emergency personnel would no longer have to try multiple different keys to open the boxes.

Purchase and installation of one key core to open all Knox Boxes in the District furthers Goal 5 of the City's Diversity and Equity Plan, as this action is expected to reduce response times and improve safety for residents, including in underrepresented communities.

Funds for replacement of the Knox Box key cores is budgeted in the City's Capital Improvement Plan (CIP) 2022 schedule, and funds are available in the City's current budget year.

Attachment 1 shows the Purchase Order for Knox Associates, Inc.

Recommended Action: Staff recommends City Council review and approve purchase order number 48215-00 in the amount of \$48,002.52 for the replacement of Knox Box key cores located throughout the service territory of the Ukiah Valley Fire Authority.

BUDGET AMENDMENT REQUIRED: NO

CURRENT BUDGET AMOUNT: 10521210.56130 (\$48,000.00)

PROPOSED BUDGET AMOUNT: \$48,002.52

FINANCING SOURCE:

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 48215-00

COORDINATED WITH: Doug Hutchison, UVFA Chief

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

Approved:


Sage Sangiacomo, City Manager

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #

48215-00

Delivery must be made within
doors of specified destination.B
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OCITY OF UKIAH
ATTN: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH, CA 95482V
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RKNOX ASSOCIATES INC
1601 W DEER VALLEY RD
PHOENIX AZ 85027-2112S
H
I
P
T
OUKIAH VALLEY FIRE AUTHORITY
1500 SOUTH STATE STREET
UKIAH CA 95482

Vendor Phone Number		Vendor Fax Number		Buyer		Date Ordered	Date Required
				Mary Horger		11/04/2022	
Delivery Reference			Freight Method/Terms		Department/Location		Sales Tax Rate
Attn: MATT KEISER					FIRE DEPARTMENT		0.000
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	#1092 LOCK CORE, LONG TENON, FXFG, FIRE DEPT. ONLY 105.10.00.21.212.2121.21210.56130. \$18,436.00			419.0	EACH	\$44.000	\$18,436.00
2	#3501 GATE & KEY SWITCH, 2-POSITION SPDT 105.10.00.21.212.2121.21210.56130. \$13,225.00			115.0	EACH	\$115.000	\$13,225.00
3	#3502 GATE & KEY SWITCH ON MOUNTING PLATE, 2-POSITION SPDT 105.10.00.21.212.2121.21210.56130. \$6,486.00			46.0	EACH	\$141.000	\$6,486.00
4	#3771 PADLOCK, INTERIOR, 5/16 DIA X 2-3/8" SS SHACKLE 105.10.00.21.212.2121.21210.56130. \$5,046.00			58.0	EACH	\$87.000	\$5,046.00
5	#3781 KNOX PADLOCK, 3_7/8" SHACKLE NON-SHROUDED 105.10.00.21.212.2121.21210.56130. \$120.00			1.0	EACH	\$120.000	\$120.00
6	#3782 KNOX PADLOCK 2_3/8" SHACKLE NON-SHROUDED 105.10.00.21.212.2121.21210.56130. \$230.00			2.0	EACH	\$115.000	\$230.00
7	#3784 KNOWX PADLOCK, 1_1/3" SHACKLE SHROUDED 105.10.00.21.212.2121.21210.56130. \$411.00			3.0	EACH	\$137.000	\$411.00
8	TAX 105.10.00.21.212.2121.21210.56130. \$3,504.27			3504.3	DOLL	\$1.000	\$3,504.27
9	SHIPPING/HANDLING 105.10.00.20.202.2021.20210.54100. \$544.25			544.3	DOLL	\$1.000	\$544.25
REF REQ E39950 AS PER QUOTE #QT-KA-37108							



AGENDA SUMMARY REPORT

SUBJECT: Approve Award of Contract to the KPA Group for Phase Two Design Services for the City's Customer Service Center at 501 South State Street in the Amount of up to \$117,625.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Trevor Mockel, Administrative Analyst

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Ukiah Barrier Removal - Phase 2 Design Services KPA Proposal

Summary: Council will consider awarding a contract to the KPA Group for architectural and engineering design of Phase 2 improvements for the City's future Customer Service Center at 501 South State Street.

Background: KPA Group was originally procured through a request for proposal process to complete Phase 1 of the design, which consisted primarily of ADA-related improvements necessary to utilize the site as a public facility. In respect to Phase 2 and in addition to architectural and engineering design, the KPA Group will manage services and project administration throughout the project, which will complete the necessary tenant improvements. KPA Group will consult with the City of Ukiah, research applicable design criteria, attend project meetings, coordinate with members of the project team, program scope and phasing, and implement active schedules as well as project reports.

Discussion: Given the previous quality of work performed by KPA Group in Phase 1 and their familiarity with the project, City Staff recommends the approval of a sole source contract with KPA Group for Phase 2 design of improvements for the City future Customer Service Center at 501 South State Street. The proposal and scope of work for this project is provided as Attachment 1.

Recommended Action: Approve award of contract to the KPA Group for Phase Two Design Services at 501 South State Street in the amount of up to \$117,625.

BUDGET AMENDMENT REQUIRED: No.

CURRENT BUDGET AMOUNT: 20824700.80220.18176: \$1,377,679

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: 2020A Lease Revenue Bonds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Financial Services Manager, Matt Keizer, Chief Building Inspector

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

Approved: 
Sage Sangiacomo, City Manager



January 5, 2023

Matthew Keizer
Chief Building Official
City of Ukiah
300 Seminary Ave
Ukiah, CA 95482

Subject: Ukiah Bank of America Building – Phase 2 Design Services

Dear Matt,

The purpose of this agreement is to establish a scope of services and fee for design of Phase 2 improvements to the Bank of America building owned by the City of Ukiah. KPA has previously assisted the City with design of accessibility improvements to the building and site. We are familiar with existing conditions and understand the City's wishes regarding future use of the facility. Construction administration phase work for all design work is included in this proposal.

Project Understanding

The KPA Group has assisted the City of Ukiah in design and construction documents for the ADA Barrier Removal project at the previous Bank of America facility located at 1501 South State Street in Ukiah. The City has allocated additional funding towards the use of the facility as a public facing payment counter and wishes to provide offices for City staff in addition to the previously designed accessibility upgrades.

Currently, the facility can be accessed on foot via State Street or Main Street sides with the parking lot located adjacent to Main Street. The City wishes to maintain access paths at both sides of the building as currently existing. The lower level of the facility currently houses a glass-walled enclosed office space, vault area, bank counter, mechanical spaces, break area, conference room, stairwell access and open space. The mezzanine level is accessed via two stairwells located adjacent to either side of the Main Street entrance. Accessibility improvements previously designed include accessible restrooms at the lower level, the addition of an elevator to access the mezzanine level, accessible restrooms at the mezzanine level, and site improvements that removed barriers. These improvements were not put out to bid as the City wishes to provide one bid set outlining all improvements for construction of this improvement work.

Phase 2 design improvements wished to be implemented include changes to provide office space for Utility Billing, Finance and Parks & Recreation to work alongside space for public counter service to receive public billing payments and provide other related assistance. The City also wishes to remove portions of the existing dome construction at the lobby ceiling to provide a more welcoming and open space while allowing for enclosed offices. Other changes include finishing of rooms and areas at the mezzanine level including the new break space and office space. The concrete storage vault located on the mezzanine level and the vault on the first level will be utilized as storage.

Permit review will be completed in-house by the City of Ukiah for all trades other than Structural Engineering permit review, which will be made by permit review consultant to the City. Construction Administration services are not included in this proposal and will be provided for the complete bid package in a future agreement.

Scope of Services

This document provides a scope of services for design services for the rehabilitation of the previous Bank of America facility to be used as a public facility for the City of Ukiah.

The Design Services scope of services is organized into the following elements:

- Project Management & Coordination
- Schematic Design
- Design Development
- Construction Documents
- Bidding Services

Project Management & Coordination

We will manage services and project administration throughout the duration of this project. We will consult with the City of Ukiah, research applicable design criteria, attend project meetings, coordinate with members of the project team, program scope and phasing, and implement active schedules as well as project reports.

KPA will advance the project schedule produced in ADA improvements design to identify milestone dates for decisions required of the City, design services by the consultants, and other project specifics. We will provide contract support in accordance with local, state, and federal requirements. Our project management, architectural and engineering staff will be performing services in planned and sequenced steps to complete the tasks required to plan, design, document, estimate and appropriately bid the project. KPA will coordinate and communicate with the City of Ukiah's project team to align project goals with the design.

Schematic Design

Schematic Design is a part of the design process where final budget and schedule are established and expectations are set. This phase may be referred to as 30%. Schematic Design determines the general scope, preliminary design, scale and relationships among the components of the project. KPA will develop a clearly defined design for interior improvements and reconfiguration of the lobby area at the previous bank facility with a comprehensive scope, budget and schedule. Schematic Design will provide illustrations of interior floor plan layouts of the lobby area and changes to the current floor plan layout will be determined. Areas requiring new finishes at the mezzanine level will be considered. Consultation during this phase between KPA, the City of Ukiah and sub-consulting design professionals will take place. Components of the project schedule will be advanced indicating the design schedule, bid package schedule and construction schedule.

Schematic Design tasks include:

- Further evaluate existing conditions related to feasibility of required improvements
- Develop interior concept design sketches
- Provide schematic-level fire protection drawings, building is currently non-sprinkled
- Update project program and space summary
- Continue building code review (CBC, ADA)
- Incorporation of ADA changes previously designed
- Develop Schematic-level plans
 - Architectural and structural
 - Site and landscape – incorporate site design from ADA component
 - Plumbing, fire protection and HVAC
 - Electrical
- Develop Schematic-level cost estimate
- Discuss and define project delivery method for Bid Package
- Prepare final Schematic Design documents, reproduce and deliver to the City
- Review the Schematic Design documents with the City
- Incorporate City comments and obtain City approval to proceed to the Design Development phase

The deliverables provided at the conclusion of Schematic Design will be schematic-level architectural floor plans, key building sections, plumbing, and electrical schematic plans and site plans. The project progress report will be updated. Corresponding construction cost information will be provided. A further updated project schedule, key issues, and project program and space summary will be issued.

Design Development

For further project advancement and revision after the Schematic Design phase, the Design Development Phase will commence. This phase may be referred to as 60%. The KPA Group will expand Schematic Design documents into Design Development Documents. Systems and material design will be incorporated into the documents. Cross-discipline coordination will be updated to verify appropriate office sizes and materials, public spaces, and interaction. Building code evaluations will be reviewed and updated. We will meet with the City of Ukiah during this phase to provide project status updates and further define project design. We will meet with stakeholders, explain project progress, details and obtain input.

During the Design Development phase some of the tasks that will be performed include:

- Update drawings based on information developed in the Schematic Design phase
- Meet with City to provide updates, receive input, prepare exhibits and narratives
- Meet with stakeholders and future building users, if defined, regarding the following, and incorporate into project plans:
 - Public facing accommodations
 - Access changes
 - Finishes replacements
 - Fire sprinklers
 - Access
 - Other special needs
- Expand code review conducted during Schematic Design
- Document additional ADA requirements not documented previously and define accessible path
- Draft mechanical, plumbing and electrical power and lighting systems calculations to further define sizes and appropriate systems for the project
- Develop Design Development drawings
 - Architectural and structural
 - Site and landscape – incorporate site design from ADA component
 - Plumbing, fire protection and HVAC
 - Electrical
- Finalize interior floor plan layout
- Prepare outline specifications
- Confirm and document special project administrative requirements and conditions with the City
- Update cost estimate and assist City in preparation of cash flow analysis
- Prepare final Design Development documents, reproduce and deliver to the City
- Review Design Development documents with the City
- Incorporate City comments and obtain approval to proceed to the Construction Document phase

The deliverables provided at the conclusion of Design Development will be design development-level architectural floor plans, MEP and required structural calculations, building elevations, key building sections, plumbing, HVAC and electrical plans and site plans. The project progress report will be further updated. Construction cost information will be updated and issued along with the project schedule, key issues, and project program and space summary.

Construction Documents

Design Development documents will be advanced into Construction Documents. Construction Documents will refine the extent, configuration, location, relationships and dimensions of the work to be completed. Final design changes will be made including final definition of project bids. Specifications will be completed. We will meet with the City of Ukiah during this phase to discuss project elements related to design and bidding. Final construction schedules for bid packages will be established, and a final project cost estimate will be provided. Documentation and drawings will be coordinated between disciplines appropriately. Final code-required changes will be incorporated. During the Construction Documents phase, KPA will:

- Complete project design drawings, combine previously designed items into current set
- Communicate project updates with utilities and assist with preparation of applications
- Complete and document building, electrical, plumbing, mechanical and energy code review and analysis
- Complete and submit required structural, mechanical, plumbing and electrical power and lighting systems calculations to further define sizes and appropriate systems for the project
- Document requirements for accessibility and define/document interior and site details
- Develop Construction Drawings
 - Architectural and structural
 - Site and landscape
 - Plumbing, fire protection, HVAC
 - Electrical
- Incorporate City CASp review comments into documents
- Communicate construction contract elements with the City
- Complete project technical specifications
- Update final cost estimate with defined quantities and pay items
- Review final design, final design documents, program budget and any special funding, and incorporate comments
- Prepare 90% Construction Documents, reproduce and deliver to the City
- Review 90% Construction Documents with the City
- Incorporate City comments
- Conduct final review with City concerning construction schedule/phasing and shelter operations
- Submit for plan review to City of Ukiah
- Submit for plan review to City's structural engineering consulting reviewers
- Incorporate plan review comments into documents
- Prepare Final Construction Documents
- Deliver final construction drawings and technical specifications to the City

The deliverables provided at the conclusion of the Construction Document phase will be electronic construction drawings and final specifications. Final engineering calculations will be provided. Responses to City of Ukiah's preliminary code review comments will be provided. The discipline plans will be further developed to show proposed systems. Final updated construction cost will be delivered.

Bidding Services

KPA will assist in Bidding by responding to contractor questions and issuing addenda at each of the bid packages to be designed. This phase includes assisting the City in advertising and securing bids, negotiation for service, analyzing bid results, furnishing recommendation on the award of contracts and preparing contract documents. Bidding documents will be distributed per the City of Ukiah's standard process. Bidders will obtain their construction documents from the City's Purchasing website. Tasks to be performed during bidding include:

- Coordinate with design team, City, legal counsel and potential bidders regarding bidding, advertising, bid document distribution and other City specific requirements

- Attend City conducted pre-bid meetings, prepare agenda and sign-in sheets, and distribute bidding meeting minutes.
- Consider contractor questions and issue clarifications during bidding periods, prepare and issue appropriate addenda
- Advise the City as to the acceptability of substituted materials or equipment

The bid evaluation process will be conducted by the City of Ukiah. KPA will assist in evaluation of bid tabulations and bid analysis. We will review for completeness, errors, omissions and ambiguities.

Design Document Schedule

The KPA Group will complete the design drawings within 120 days of Notice to Proceed. Tentative design drawing schedule will include various submissions related to bid packages and construction phases identified in Programming. KPA's estimated schedule includes:

Interior Programming and Schematic Design – 50 days

Design Development – 30 days

Construction Documents – 40 days

Owner Responsibilities

- Provide access to the existing Bank of America building
- Provide copies of available data on the building and site, such as:
 - Existing site utility information
 - Site topography
 - Other existing project documentation
- Provide landscaping design, if required
- Provide a representative with complete authority to transmit instructions, receive information and provide directives
- Provide CASp review for the project
- Provide timely review, feedback and directives to maintain project schedule
- Coordinate with other project stakeholders and approval agencies
- Testing and removal of hazardous materials at existing building
- Coordinate with utilities for utility connects and permitting
- Advise regarding City-standard specification sections

Compensation

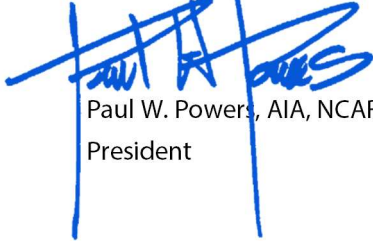
The work described under the Scope of Services will be performed on a time & materials basis. The City of Ukiah will pay The KPA Group a not-to-exceed amount of one hundred seventeen thousand six hundred twenty five dollars (\$117,625) as architectural and engineering fees for the design of Phase II improvements to the City of Ukiah's facility. Please see the attached compensation worksheet for a detailed breakdown of design tasks based on our current understanding of the project and scope of work.

Authorization

The Scope of Services and compensation stated in this proposal are valid for a period of sixty (60) days from the date of submission. If authorization to proceed is not received during this time period, this proposal may be reviewed and modified by The KPA Group. This proposal may be executed in whole or parts, depending on City of Ukiah desires of contracting.

Respectfully submitted,

The KPA Group

A handwritten signature in blue ink, appearing to read "Paul W. Powers", is written over the printed name and title.

Paul W. Powers, AIA, NCARB

President

UKIAH BANK OF AMERICA BUILDING - PHASE 2 DESIGN - COMPENSATION WORKSHEET

LABOR HOURS BREAKDOWN

SUMMARY BY CLASSIFICATION	PROJECT MANAGER	PROJECT ARCHITECT	PROJECT DESIGNER	ARCH CAD TECH	STRUCTURAL ENGINEER	STRUCTURAL CAD TECH	MEP ENGINEER	MEP CAD TECH	ADMIN	SUBTOTAL
	\$245.00	\$210.00	\$190.00	\$150.00	\$190.00	\$150.00	\$190.00	\$150.00	\$100.00	
PROJECT MANAGEMENT										
1 Project kick-off meeting & project planning	2	2	1		1		1			
2 Communicate with owner	1	1	4							
3 Communicate with project team	2	2	4	2	1	1	1	2		
4 Scheduling	1	1	2							
5 Design meetings & discussions	2	4	4		2		2			
6 Quality control & review	2	2	4		2		2			
7 Communications with utilities	2		2						1	
SUBTOTAL - HOURS	12	12	21	2	6	1	6	2	1	63
SUBTOTAL - LABOR COST	\$2,940	\$2,520	\$3,990	\$300	\$1,140	\$150	\$1,140	\$300	\$100	\$12,580
SCHEMATIC DESIGN										
1 Interior concept design sketches		2	8							
2 Project program and space summary		1	2	2						
3 Fire protection drawings	1	2	2				8	8		
4 MEP engineering	1						8			
5 Schematic-level cost estimate	2	2	4		1		1			
6 Final Schematic Design Documents	2	4	8	12			2	4		
7 Review SD Documents		2	2				1			
8 Incorporate City comments and obtain approval for DDs	2	2	4	8			1	2		
SUBTOTAL - HOURS	8	15	30	22	1	0	21	14	0	111
SUBTOTAL - LABOR COST	\$1,960	\$3,150	\$5,700	\$3,300	\$190	\$0	\$3,990	\$2,100	\$0	\$20,390
DESIGN DEVELOPMENT										
1 Update existing conditions drawings		1	2				1	2		
2 Meet with City for updates and input, and to prepare exhibits and narratives	2	2	4		2		2			
3 Meet with stakeholders and future building users for needs	2	2	4							
4 Expand code review		2	2	2	1		1			
5 Document additional ADA requirements	2	2	4	2						
6 Provide project utility update			4				4			
7 Prepare required structural calculations	2				8					
8 Prepare MEP calculations							4			
9 Finalize interior floor plan layout		2	4							
10 Prepare outline specifications	1	2	4		2		2			
11 Update cost estimate	2	2	4		1		1	4		
12 Prepare final DD documents, reproduce and deliver	2	8	4	16	2	2	4	8	2	
13 Review DD documents with City	2	2	4		2		2			
14 Incorporate City comments and obtain approval for CDs	2	4	1	8	2	4	6	8		
SUBTOTAL - HOURS	17	29	41	28	20	6	27	22	2	192
SUBTOTAL - LABOR COST	\$4,165	\$6,090	\$7,790	\$4,200	\$3,800	\$900	\$5,130	\$3,300	\$200	\$35,575

UKIAH BANK OF AMERICA BUILDING - PHASE 2 DESIGN - COMPENSATION WORKSHEET

LABOR HOURS BREAKDOWN

SUMMARY BY CLASSIFICATION	PROJECT MANAGER	PROJECT ARCHITECT	PROJECT DESIGNER	ARCH CAD TECH	STRUCTURAL ENGINEER	STRUCTURAL CAD TECH	MEP ENGINEER	MEP CAD TECH	ADMIN	SUBTOTAL
	\$245.00	\$210.00	\$190.00	\$150.00	\$190.00	\$150.00	\$190.00	\$150.00	\$100.00	
CONSTRUCTION DOCUMENTS										
1 Complete code review and analysis		2	2	2	2		2			
2 Submit final seismic and MEP calcs	2				4		4			
3 Finalize ADA requirements	1	2	4	2						
5 Communicate construction contract elements with City	2		2							
6 Complete technical specifications	2	4	4		2		2			
7 Complete construction safety and bid phasing plan	2	2	4		2		2			
8 Update final cost estimate	1	1	8		1		1	2		
9 Prepare 90% Construction Documents	4	8	4	16	2	4	4	12	2	
10 Review 90% CDs with City and incorporate comments	1	2	2	4	2	2	2	4		
11 Submit for plan review	4	2		2						
12 Incorporate plan review comments		8	8		8					
13 Prepare final Construction Documents and technical specifications	4	8	4	16	2	4	4	12	2	
SUBTOTAL - HOURS	23	39	42	42	25	10	21	30	4	236
SUBTOTAL - LABOR COST	\$5,635	\$8,190	\$7,980	\$6,300	\$4,750	\$1,500	\$3,990	\$4,500	\$400	\$43,245
BIDDING AND NEGOTIATION										
1 Coordinate with design team, City and potential bidders	1	2	2							
2 Attend City-conducted pre-bid meetings			8							
3 Issue Addenda	1	1		4		2		2		
4 Advise City regarding substitutions	1		2		1		2			
5 Assist in bid analysis		2								
SUBTOTAL - HOURS	3	5	12	4	1	2	2	2	0	31
SUBTOTAL - LABOR COST	\$735	\$1,050	\$2,280	\$600	\$190	\$300	\$380	\$300	\$0	\$5,835
TOTAL HOURS - DESIGN	63		146	98	53	19	77	70	7	633
TOTAL LABOR COST - DESIGN	\$15,435	\$21,000	\$27,740	\$14,700	\$10,070	\$2,850	\$14,630	\$10,500	\$700	\$117,625



AGENDA SUMMARY REPORT

SUBJECT: Receive Updates; Discussion and Appointments Regarding 2023 Council Assignments; and Consideration of Disbandment and Modification to City Council Committees and Ad Hoc/Standing Committees.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Mayor Rodin and City Manager Sangiacomo

ATTACHMENTS:

1. 2023 Draft City Council Special Assignments

Summary: City Council members will provide reports and updates on their committee and ad hoc/standing committee assignments.

Each year following the rotation of the mayor position, the incoming mayor leads a review of assignments. The Council will also consider modifications, additions and elimination of committee and ad hocs/standing committees.

Background: Local / County / Regional Committees - City of Ukiah Councilmembers take an active role in various commissions and committees that are part of city, county, regional, and statewide governance and interests. Each year, the incoming mayor leads a discussion and makes annual appointments for members assigned to various committee assignments. Committee assignments are organized into Local / County / Regional classifications. Roles on committee assignments will vary from liaison to a voting board seat. Assignments are typically filled by a Councilmember, but in some cases it may be appropriate or desired to appoint a Staff member. In some instances, there might be a primary and alternate designated for assignment.

Ad Hoc and Standing Committees - The City Council may establish and appoint ad hoc and standing committees at any time throughout the year. Ad Hocs are established on an as needed, temporary basis for the purpose of addressing particular issues and will disband once the work is complete. Standing Committees are established for the purpose of addressing broader and/or ongoing issues and are subject to the Brown Act meeting noticing requirements.

***Note: Although the Council Ad Hoc and Standing Committees are a part of the Council Special Assignment List, they are officially appointed by the Council at various meetings, and are subject to Council approval for any changes.

Discussion: Attachment #1 is a draft of the 2023 Council Special Assignment List and Ad Hoc Committees, showing the vacancies left by departed Councilmember Jim O. Brown and inclusive of recommended changes - delineated by line/strikethrough edits, and also showing Councilmember requests (as received by the date of publication) - delineated by purple text. In addition, ad hoc committees highlighted in red are recommended by Staff for disbandment.

The Mayor will lead a discussion with Council regarding Council committee assignments and make any appointments or reassignments per that discussion. In addition, the Council will consider modifications, additions and disbandment of ad hocs and standing committees. Staff recommends directing the City Clerk to attach the finalized copy of the 2023 City Council Special Assignments List to the January 11, 2022, Minutes

for recordation.

Note: All subsequent agendas throughout the year will have a continuation item to allow Council to receive reports on committee and ad hoc work and to allow for further modifications (including the addition of any new ad hoc) as warranted.

Recommended Action: 1) Receive report(s); 2) Discuss the Mayor's recommended assignments, making any possible appointments or re-assignments; 3) Consider the possible continuation, disbandment, and addition of City Council Ad Hoc and/or committees; and 4) Direct the City Clerk to finalize and attach the 2023 Council Assignments and Ad Hoc/Standing Committees List to the January 11, 2023, Minutes.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mayor Rodin

Approved: 
Sage Sangiacomo, City Manager

LOCAL / UKIAH VALLEY	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Orozco, Alternate Alan Carter, Treasurer Request: Sher (if Crane or Orozco doesn't want)	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Disaster Council	Shall meet a minimum of once a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.	Office of Emergency Management 300 Seminary Ave. Ukiah, CA 95482 467-5765 - Tami Bartolomei	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Orozco Duenas- Alternate	Tami Bartolomei, Office of Emergency Management Coordinator; 467-5765- tbartolomei@cityofukiah.com Traci Boyl, City Manager's Office Management Analyst; 467-5720: tboyl@cityofukiah.com
Greater Ukiah Business & Tourism Alliance	3rd Tuesday of month, 11:30 a.m.	200 S School St. Ukiah, CA 95482	200 S School St. Ukiah, CA 95482	Promotes tourism and works to strengthen and promote the historic downtown and businesses within the greater Ukiah area	Duenas Rodin - Alternate Request: Rodin Request: Duenas - would like to stay	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino County Inland Water and Power Commission (IWPC)	2nd Thursday of month, 6:00 p.m.	Civic Center 300 Seminary Avenue conference room 5	IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	Orozco Brown- Alternate Request: Rodin	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport	Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Burgess	Jake Burgess, Community Services Supervisor; 463-6201 jburgess@cityofukiah.com
Sun House Guild ex officio	2nd Tuesday of month, 4:30 p.m.	Sun House 431 S. Main St. Ukiah, CA	431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Orozco Neil Davis- Alternate	David Burton, Museum Director; 467-2836 dburton@cityofukiah.com
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)	2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers; 501 Low Gap Road Ukiah, CA	County Executive Office 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	Crane Duenas- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
MENDOCINO COUNTY	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
City Selection Committee	Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA	C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	Mayor Rodin Request: Duenas - interested as Alternate	Kristine Lawler, City Clerk; 463-6217 klawler@cityofukiah.com
Economic Development & Financing Corporation (EDFC)	2nd Thursday of month, 2:00 p.m.	Primarily 631 S. Orchard Street (location varies)	Executive Director 631 South Orchard Avenue Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	Riley (appointed 12/19/18)	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months; 1:00 p.m.	Various Mendocino County Libraries	Ukiah County Library 463-4491	Review library policy and activities	Supervisor Mulheron- Request: Duenas	Kristine Lawler, City Clerk; 463-6217; klawler@cityofukiah.com
Mendocino County 1st District Liaison	Monthly; TBD	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 1st District Supervisor	Brown Crane- Alternate Request: Rodin Request: Duenas	Sage Sangiacomo, City Manager; 463-6221; ssangiacomo@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the County's 2nd District Supervisor	Brown Request: Rodin Request: Duenas	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 501 Low Gap Road Ukiah, CA	Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Brown Rodin- Alternate Request: Duenas	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino County Airport Land Use Commission	As needed	BOS Conference Room 501 Low Gap Rd., Rm. 1090, Ukiah, CA	Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity	Owen/Schlatter	Greg Owen, Airport Manager; 467-2855; gowen@cityofukiah.com Craig Schlatter, Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers	Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	Rodin/Crane	Craig Schlatter, Director of Community Development; 463-6219; cschlatter@cityofukiah.com

MENDOCINO COUNTY Continued	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Solid Waste Management Authority (MSWMA)	3rd Thursday of every other month (varies), 10:00 a.m.	Willits Council Chambers		Solid Waste Director 3200 Taylor Drive Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	Brown Duenas- Alternate Request: Crane Request: Duenas	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena		Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	Duenas Orozco - Alternate Request: Rodin	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room		Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	Targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	Cedric Crook, Patrol Lieutenant Request: Duenas	Cedric Crook, Patrol Lieutenant Nob; 463-6771; ccrook@cityofukiah.com
Russian River Flood Control District (RRFCD) Liaison	1st Monday of month, 5:30 p.m.	151 Laws Ave., Suite D Ukiah, CA		151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	White/Orozco	Sean White, Director of Water Resources; 463-5712 swwhite@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m.	1041 Low Gap Rd Ukiah, CA 95482 462-1210		1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen, Airport Manager (appointed 12/19/18)	Kristine Lawler, City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482		511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	Mayor, City Manager and Police Chief	Sage Sangiacomo, City Manager; 463-6221 ssangiacomo@cityofukiah.com
REGIONAL	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
North Coast Rail Authority (NCRA) Great Redwood Trail Agency	Bi-monthly, 3rd Thursdays, 10:30 a.m.	Various Locations - announced		419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	Shannon Riley, Deputy City Manager Request: Rodin (fm ad hoc) Request: Duenas (fm ad hoc)	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com Neil Davis, Community Services Director 467-5764 ndavis@cityofukiah.com
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced		Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	Rodin Orozco-Alternate Rodin - willing to let go Request: Duenas	Sage Sangiacomo, City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall		Russian River Watershed Association 425 South Main St., Sebastopol, CA 95472 508-3670	Consider issues related to Russian river - plans projects and funding requests	Rodin Brown- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Northern California Power Agency (NCPA) - Commission	4th Thursday of month, 9:00 a.m. (see NCPA calendar)	Roseville, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of State and local power utilities developing and operating power generation, providing scheduling and related energy services and providing regulatory and legislative support.	Crane - Commissioner Sauers - Alternate and Commissioner in absence of Commissioner Crane	Cindi Sauers - Electric Utility Director; 463-6286 csauers@cityofukiah.com
Northern California Power Agency (NCPA) – Lodi Energy Center (LEC) Appointment	2nd Monday of month, 10:00 AM	Lodi, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4299	Committee oversees the operation, maintenance and expenditures of the LEC 300 MW generating project.	Sauers – Project Participate Appointee	Cindy Sauers, Electric Utility Director, 463-6286, csauers@cityofukiah.com
Transmission Agency of Northern California (TANC)	4th Wednesday of month, 10 a.m.	35 Iron Point Circle Suite 225 Folsom, CA		35 Iron Point Cir #225 Folsom, CA 95630 916-852-1673; info@tanc.us	Provide electric transmission to its Member utilities through transmission line ownership or contract arrangements.	Crane Sauers - Alternate	Cindi Sauers - Electric Utility Director; 463-6286 csauers@cityofukiah.com
STANDING COMMITTEES	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Equity and Diversity — Diversity and Equity	TBD	Virtual Meeting Room (link to be created)		Civic Center 300 Seminary Ave. Ukiah, CA 95482	Improve diversity and equity in the City's workforce and municipal services	Orozco/Duenas Request: Sher (If Orozco or Duenas doesn't want) Request: Duenas - would like to stay	Traci Boyl, City Manager's Office Management Analyst; 467-5720; tboy@cityofukiah.com
Fire Executive Committee	2nd Wednesdays of month, 3:45 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA		Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	Orozco/Brown	Doug Hutchison, Fire Chief; 463-6263; dhutchison@cityofukiah.com

2023 AD HOC COMMITTEES			
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT	Notes/Comments
Electric Grid Operational Improvements	Crane/Orozco Request: Sher (if Crane or Orozco don't want it)	Cindy Sauers, Electric Utility Director; 463-629586 csauers@cityofukiah.com	
Trench Cut Policy Development	Crane/Brown	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com	
Budget Development Best Practices and Financial Policy For FY 22/23 Budget	Crane/Brown	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sheri Mannion, Human Resource Director/Risk Manager; 463-6272, smannion@cityofukiah.com	Staff Recommends Elimination; Work Completed; Future policy issues to be considered and addressed during budget development with the City Council as needed.
Advance Planning & Policy for Sphere of Influence (SOI), Municipal Service Review (MSR), Annexation, Tax Sharing, Detachment, and Out of Area Service Agreements	Crane/Rodin	Sage Sangiacomo, City Manager 463-6224 ssangiacomo@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Cindy Sauers, Electric Utility Director; 463-629586 csauers@cityofukiah.com Dan Buffalo, Director of Finance; 463-6220- dbuffalo@cityofukiah.com	
2021 Electric Rate Study	Crane/Duenas	Cindy Sauers, Electric Utility Director; 463-6286 csauers@cityofukiah.com	Staff Recommends Elimination; Work Completed
Housing Policy	Rodin/Orozco	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com	Staff Recommends Elimination; Future policy issues to be considered and addressed with the City Council as needed.
UVSD/ City Relations <i>Ad hoc committee to address specific issues with the Ukiah Valley Sanitation District, including discussion of overall sewer system service delivery policies, operating policy revisions, potential revisions to the current Operating Agreement, and cost sharing</i>	Crane/Brown Request: Orozco	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sean White, Water Resources Director 463-5712 swhite@cityofukiah.com	
Upper Russian River Water Agency/City Relations	Crane/Brown	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com	Staff Recommends Elimination given the formation of the <i>Special District</i> Ad-hoc.
Orr Street Bridge Corridor	Rodin/Duenas Request: Sher (if Rodin or Duenas don't want)	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com	
Complete Streets	Rodin/Crane Request: Sher (if Rodin or Crane don't want)	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Neil Davis, Community Services Director 467-5764 ndavis@cityofukiah.com	
Cannabis Ordinance Modifications	Duenas/Brown	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com	Staff Recommends Elimination; Ad hoc work completed; policy recommends moving to Planning Commission for consideration prior to City Council consideration
Special Districts (Water District Consolidation)	Brown/Crane Request: Orozco Request: Duenas	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com	
Public Financing	Rodin/Orozco	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com	Staff Recommends Elimination; Work Completed
Corp Yard	Crane/Brown Request: Orozco Request: Duenas	Jason Benson, Senior Civil Engineer 463-6284 jbenenson@cityofukiah.com	
Police Chief Recruitment	Brown/Rodin Request: Sher Request: Duenas	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com	
Great Redwood Trail	Rodin/Duenas Request: Duenas	Neil Davis, Community Services Director 467-5764 ndavis@cityofukiah.com	Eliminate ad hoc and combine with committee assignment
City Manager Review	Rodin/Brown Request: Duenas - interested	Sheri Mannion, Human Resources Director 463-6244 smannion@cityofukiah.com	Eliminate and reform as needed
City/District Review of 2019/22 Proposed Fire Code	Crane/Orozco	Doug Hutchison, Fire Chief 463-6263 dhutchison@cityofukiah.com	